

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA**

<hr/>		
STEVEN GATES AND PAMELA	:	
GATES	:	
	:	
v.	:	NO.
	:	
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	
<hr/>		

**NOTICE FOR REMOVAL OF CIVIL ACTION  
FROM STATE COURT**

AND NOW, comes defendant, Nationwide Mutual Insurance Company (hereinafter "Nationwide" or "defendant") for the purpose only of removing the case to the United States District Court for the Eastern District of Pennsylvania and respectfully avers as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Chester County, Pennsylvania, No. 2018-08909-MJ.
2. Said action was commenced on August 29, 2018 when plaintiffs filed their complaint. The complaint was served on defendant via certified mail on or about September 4, 2018. A true and correct copy of plaintiffs' Complaint is attached hereto, made a part hereof and marked as Exhibit "A".
3. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed.

4. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiffs are individuals who are now, and were at the time plaintiffs' commenced this action, citizens of this Commonwealth. Defendant, Nationwide, is now and was at the time plaintiffs commenced this civil action and filed their complaint, a corporation organized under the laws of the State of Ohio and with its principal place of business at One Nationwide Plaza in Columbus, Ohio.

5. Defendant, Nationwide, has simultaneously with the filing of this notice, given written notice to the plaintiff.

6. Defendant, Nationwide, is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Chester County.

7. The Complaint asserts a request for declaratory judgment, loss of consortium, breach of contract, breach of implied covenant of good faith and fair dealing and bad faith pursuant to 42 Pa.C.S.A. § 8371. The amount in controversy is listed as to each count of the Complaint to be in excess of \$50,000<sup>1</sup>.

8. In her bad faith claim, pursuant to 42 Pa. C.S.A. §8371, plaintiff seeks in addition to compensatory damages, interest upon the amount of the contract claim against defendant at prime rate plus three percent, punitive damages, attorney's fees and costs.

9. Defendant seeks to remove this matter to the United States District Court for the Eastern District of Pennsylvania. Defendant asserts that the amount in controversy in this matter exceeds \$75,000. As the moving party, defendant bears the burden of proving that jurisdiction is

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<sup>1</sup>Moreover, defense counsel contacted plaintiff's counsel to determine if plaintiffs would be willing to stipulate to capping damages at \$75,000 to avoid removal of the matter to this Court. Counsel advised plaintiffs could not do so.

proper in federal court. Russ vs. State Farm Mut. Auto. Ins. Co., 961 F.Supp. 808, 810 (E.D. Pa. 1997).

10. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the Complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

11. The underlying lawsuit as alleged in the Complaint arises out of injuries plaintiff suffered as a result of a May 26, 2015 automobile accident and the underinsured motorist claim Steven Gates made with defendant under his policy with Nationwide. See Exhibit “A”.

12. There is no specific assertion as to the amount in controversy set forth in plaintiff’s complaint. Under each count of the complaint, plaintiff generally avers damages that are in excess of \$50,000. See Exhibit “A”.

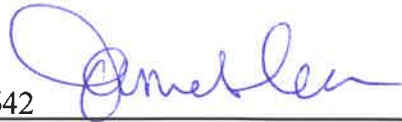
13. With reference to plaintiffs’ bad faith claim pursuant to 42 Pa. C.S.A. §8371, plaintiffs also plead damages in excess of \$50,000, and allege that they will seek attorney’s fees. Attorney’s fees must also be included in determining the amount in controversy. Neff vs. General Motors Corp., 163 F.R.D. 478, 482 (E.D. Pa. 1995). It would not be unreasonable to expect that over the course of an approximate six month litigation, counsel could incur costs and fees in an amount approaching \$15,000.

14. In addition, it is anticipated that plaintiffs will also seek punitive damages pursuant to 42 Pa. C.S.A. §8371. Whether both actual and punitive damages are recoverable, punitive damages are properly considered in determining whether the jurisdictional amount has been satisfied. Bell vs. Preferred Life Assurance Soc’y, 320 U.S. 238, 240, 88 L. Ed. 15, 64 S. Ct. 5 (1943). The contractual amount in controversy alleged in the Complaint is in excess of \$50,000 based on the allegations in the Complaint, coupled with estimated reasonable attorneys’ fees, and if plaintiffs are able to sustain a finding of bad faith, although the propriety of same is

disputed by moving defendant, it is not unreasonable to expect that a punitive damage award five or six times the amount in controversy could be rendered by the trier of fact.

WHEREFORE, defendant, Nationwide Mutual Insurance Company, hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

By: PAC2642



**PAMELA A. CARLOS, ESQUIRE**

**LILY K. HUFFMAN, ESQUIRE**

**Attorney for Defendant**

**BENNETT, BRICKLIN & SALTZBURG LLC**

**1601 Market Street, 16<sup>th</sup> Floor**

**Philadelphia, PA 19103**

**carlos@bbs-law.com**

**(215)665-3315**

**huffman@bbs-law.com**

**(215) 665-3353**

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

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STEVEN GATES AND PAMELA	:	
GATES	:	
	:	
v.	:	NO.
	:	
NATIONWIDE MUTUAL	:	
INSURANCE COMPANY	:	

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**NOTICE OF REMOVAL**

**TO:** Maria C. Janoski, Esquire  
Goldberg, Goldeberg & Janoski  
213-215 West Miner Street  
West Chester, PA 19382

PLEASE TAKE NOTICE that defendant, Nationwide Mutual Insurance Company, has filed in this Court a verified Notice for Removal of the State Court action, Steven Gates and Pamela Gates v. Nationwide Mutual Insurance Company, now pending in the Court of Common Pleas of Chester County, Pennsylvania, at docket number 2018-08909-MJ.

PLEASE TAKE FURTHER NOTICE that a certified copy of the Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Chester County, Pennsylvania.

PLEASE BE ADVISED that by virtue of 28 U.S.C. §1446(f), the State action is now removed to this Court. The State Court has no further jurisdiction over this action and you should proceed no further in that Court or under its authority.

BY: 

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**PAMELA A. CARLOS, ESQUIRE**  
**LILY K. HUFFMAN, ESQUIRE**  
**Attorneys for Defendant**  
**BENNETT, BRICKLIN & SALTZBURG LLC**  
**1601 Market Street, 16<sup>th</sup> Floor**  
**Philadelphia, PA 19103**  
**carlos@bbs-law.com**  
**(215) 665-3315**  
**huffman@bbs-law.com**  
**(215) 665-3353**

**DATE:** 10/02/18

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

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STEVEN GATES AND PAMELA	:
GATES	:
	:
v.	: NO.
	:
NATIONWIDE MUTUAL	:
INSURANCE COMPANY	:

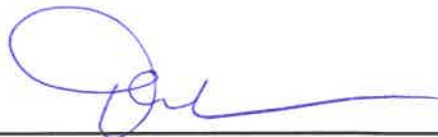
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**DEFENDANT'S CERTIFICATION OF FILING OF  
COPY OF NOTICE OF REMOVAL WITH STATE COURT**

Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is a member with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Insurance Company.

That she did direct the filing with the Prothonotary of the Court of Common Pleas of Chester County a copy of the Notice of Removal, attached hereto, said filing to be made on October 2, 2018.

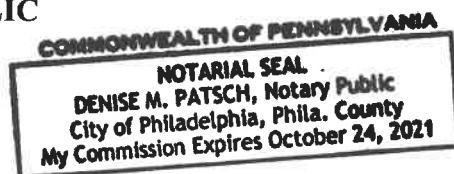
BY: \_\_\_\_\_



PAMELA A. CARLOS, ESQUIRE  
Attorney for defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
Carlos@bbs-law.com  
(215) 665-3315

Sworn to and subscribed  
before me this 2nd day  
of October, 2018.

  
NOTARY PUBLIC



IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

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STEVEN GATES AND PAMELA :  
GATES :  
 :  
v. : NO.  
 :  
NATIONWIDE MUTUAL :  
INSURANCE COMPANY :

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**CERTIFICATE OF SERVICE**

Pamela A. Carlos, Esquire, being duly sworn according to law, deposes and says that she is an attorney with the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for defendant, Nationwide Mutual Insurance Company and that she certifies that a true and correct copy of this Removal Petition was filed electronically and is available for viewing and downloading from the Electronic Case filing system which constitutes service upon the following counsel of record :

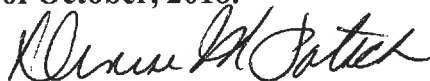
Maria C. Janoski, Esquire  
Goldberg, Goldeberg & Janoski  
213-215 West Miner Street  
West Chester, PA 19382

BY: 

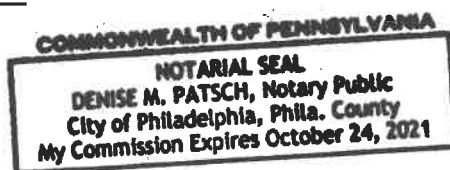
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PAMELA A. CARLOS, ESQUIRE  
Attorney for Defendant  
BENNETT, BRICKLIN & SALTZBURG LLC  
1601 Market Street, 16<sup>th</sup> Floor  
Philadelphia, PA 19103  
(215) 665-3353

Sworn to and subscribed  
before me this 2nd day  
of October, 2018.



NOTARY PUBLIC





**AFFIDAVIT**

I, Pamela A. Carlos, Esquire, being duly sworn according to law, do hereby depose and state that I am the attorney for Defendant, Nationwide Mutual Insurance Company, the Petitioner in the foregoing Notice of Removal, that I have been duly authorized by the Petitioner to execute this Affidavit, that I am familiar with the facts involved in this matter, and that the allegations set forth in the foregoing Notice of Removal are true and correct to the best of my knowledge, information and belief.



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**PAMELA A. CARLOS, ESQUIRE**

**DATE:** October 2, 2018

# EXHIBIT “A”

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**Supreme Court of Pennsylvania**  
**Court of Common Pleas**  
**Civil Cover Sheet**  
**CHESTER County**

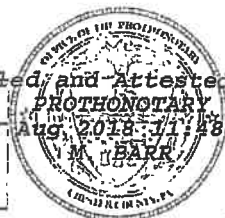
For Prothonotary Use Only:

Docket No:

**2018-08909-MJ**

Filed and Attested by

29 Aug 2018 11:48 AM



*The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.*

**Commencement of Action**

☒ Complaint      ☐ Writ of Summons      ☐ Petition  
☐ Transfer from Another Jurisdiction      ☐ Declaration of Taking

Lead Plaintiff's Name:

**STEVEN GATES**

Lead Defendant's Name:

**NATIONWIDE MUTUAL INSURANCE COMPANY**Are money damages requested? ☒ Yes ☐ No

Dollar Amount Requested: ☐ Within arbitration limits  
☒ outside arbitration limits  
 (check one)

Is this a Class Action Suit? ☐ Yes ☒ NoIs this an MDJ Appeal? ☐ Yes ☒ No

Name of Plaintiff/Appellant's Attorney: Maria C Janoski

Check here if you have no attorney(are a Self-Represented [Pro Se] Litigant)

**Nature of the Case:** Place "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**.  
 If you are making more than one type of claim, check the one that you consider most important.

**TORT (do not include Mass Tort)**

☐ Intentional  
☐ Malicious Prosecution  
☐ Motor Vehicle  
☐ Nuisance  
☐ Premises Liability  
☐ Product Liability (does not include mass tort)  
☐ Slander/Libel/Defamation  
☐ Other:

**CONTRACT (do not include Judgments)**

☐ Buyer Plaintiff  
☐ Debt Collection: Credit Card  
☐ Debt Collection: Other  
☐ Employment Dispute:  
 Discrimination  
☐ Employment Dispute: Other  
☐ Other

**CIVIL APPEALS**

Administrative Agencies  
☐ Board of Assessment  
☐ Board of Elections  
☐ Dept. of Transportation  
☐ Statutory Appeal: Other  
☐ Zoning Board  
☐ Other:

**MASS TORT**

☐ Asbestos  
☐ Tobacco  
☐ Toxic Tort - DES  
☐ Toxic Tort - Implant  
☐ Toxic Waste  
☐ Other:

**REAL PROPERTY**

☐ Ejectment  
☐ Eminent Domain/Condemnation  
☐ Ground Rent  
☐ Landlord/Tenant Dispute  
☐ Mortgage Foreclosure: Residential  
☐ Mortgage Foreclosure: Commercial  
☐ Partition  
☐ Quiet Title  
☐ Other:

**MISCELLANEOUS**

☐ Common Law/Statutory Arbitration  
☒ Declaratory Judgement  
☐ Mandamus  
☐ Non-Domestic Relations  
☐ Restraining Order  
☐ Quo Warranto  
☐ Replevin  
☐ Other:

**PROFESSIONAL LIABILITY**

☐ Dental  
☐ Legal  
☐ Medical  
☐ Other Professional

2018-08909-MJ

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**Chester County  
Court of Common Pleas  
Cover Sheet**

Docket No:

**2018-08909-MJ**

Plaintiff(s): (Name, Address) <p align="center"><b>STEVEN GATES</b></p> <p align="center"><b>PAMELA GATES</b></p>		Plaintiff's/Appellant's Attorney(circle one) (Name, firm, address, telephone and attorney ID#) <p align="center"><b>Maria C Janoski</b></p> <p align="center">(610) 436-6220 Goldberg, Goldberg &amp; Janoski attorney ID#: 312538</p> <p align="center">213 West Miner Street West Chester, PA 19382</p>	
Defendant(s): (Name, Address) <p align="center"><b>NATIONWIDE MUTUAL INSURANCE COMPANY</b></p>		Are there any related cases? Please provide case nos.	
Defendants who are proceeding without counsel are strongly urged to file with the Prothonotary a written statement of an address <u>AND</u> a telephone number at which they can be reached			
Commencement of Action (if applicable): <input type="checkbox"/> Agreement for an Amicable Action <input type="checkbox"/> Motion to Confirm Arbitration Award <p align="center">Notice of Appeal</p>			
If this is an appeal from a Magisterial District Judgement, was appellant <input type="checkbox"/> Plaintiff or <input type="checkbox"/> Defendant in the original action?			
Jury Trial Demanded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Nature of case if not on previous cover sheet - Please choose the most applicable			
<input type="checkbox"/> Annulment <input type="checkbox"/> Custody - Conciliation Required <input type="checkbox"/> Custody - Foreign Order <input type="checkbox"/> Custody - No Conciliation Required <input type="checkbox"/> Divorce - Ancillary Relief Request <input type="checkbox"/> Divorce - No Ancillary Relief Requested <input type="checkbox"/> Foreign Divorce <input type="checkbox"/> Foreign Protection from Abuse <input type="checkbox"/> Paternity <input type="checkbox"/> Protection from Abuse <input type="checkbox"/> Standby Guardianship		<input type="checkbox"/> Writ of Certiorari <input type="checkbox"/> Injunctive Relief <input type="checkbox"/> Mechanics Lien Claim <input type="checkbox"/> Issuance of Foreign Subpoena <input type="checkbox"/> Name Change <input type="checkbox"/> Petition for Structured Settlement	
<b>Arbitration Cases Only</b> Arbitration Date <input type="text" value="mm/dd/yyyy"/> Arbitration Time <input type="text" value="hh:mm:ss"/> Defendants are cautioned that the scheduling of an arbitration date does not alter the duty of the defendant to respond to the complaint and does not prevent summary disposition from occurring prior to the arbitration date. This matter will be heard by a Board of Arbitrators at the time and date specified but, if one or more of the parties is not present at the hearing, the matter may be heard at the same time and date before a judge of the court without the absent party or parties. There is no right to a trial <i>de novo</i> on appeal from a decision entered by a judge.		<b>Notice of Trial Listing Date</b> Pursuant to C.C.R.C.P. 249.3, if this case is not subject to compulsory arbitration it will be presumed ready for trial twelve (12) months from the date of the initiation of the suit and will be placed on the trial list one (1) year from the date the suit was filed unless otherwise ordered by the Court.  To obtain relief from automatic trial listing a party must proceed pursuant to C.C.R.C.P. 249.3(b), request an administrative conference and obtain a court order deferring the placement of the case on the trial list until a later date.	
<b>File with:</b> Chester County Justice Center, Prothonotary Office, 201 W. Market St., Ste. 1425, PO Box 2746, West Chester, PA 19380-0989 <p align="center">2018-08909-MJ</p>			

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These cover sheets must be served upon all other parties to the action immediately after filing.
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Submit enough copies for service.
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GOLDBERG, GOLDBERG & JANOSKI

By: Maria C. Janoski, Esquire

Attorney I.D. No. 312538

213-215 West Miner Street

West Chester, PA 19382

Phone: (610) 436-6220

Attorney for Plaintiffs



STEVEN GATES and

PAMELA GATES

101 Heritage Court

Phoenixville, PA 19460

vs.

NATIONWIDE MUTUAL

INSURANCE COMPANY

One Nationwide Plaza

Columbus, OH 43215-2220

: IN THE COURT OF COMMON PLEAS  
:  
: CHESTER COUNTY, PENNSYLVANIA  
:  
: CIVIL ACTION - LAW  
:  
: NO.  
:  
: JURY TRIAL DEMANDED  
: (CONSISTING OF 12 MEMBERS)  
:

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney, and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW

**LAWYER REFERRAL SERVICE**

Chester County Bar Association

15 West Gay Street

West Chester, PA 19380

(610) 429-1500

THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER AND/OR AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

2018-08909-MJ

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GOLDBERG, GOLDBERG & JANOSKI  
 By: Maria C. Janoski, Esquire  
 213-215 West Miner Street  
 West Chester, PA 19382  
 (610) 436-6220  
 I.D. Nos. 04917/312538  
 mjanoski@ggjlaw.net

Filed and Attested by  
 Attorney for Plaintiff  
 29 Aug 2018 11:18 AM



STEVEN GATES	:	IN THE COURT OF COMMON PLEAS
and PAMELA GATES	:	
101 Heritage Court	:	CHESTER COUNTY,
Phoenixville, PA 19460	:	PENNSYLVANIA
	:	
vs.	:	CIVIL ACTION - LAW
	:	NO.
	:	
NATIONWIDE MUTUAL	:	JURY TRIAL DEMANDED
INSURANCE COMPANY	:	(CONSISTING OF 12 MEMBERS)
One Nationwide Plaza	:	
Columbus, OH 43215-2220	:	

### COMPLAINT

1. Plaintiffs, Steven Gates and Pamela Gates, are adult individuals residing in Chester County, Pennsylvania.
2. Defendant, Nationwide Mutual Insurance Company (hereinafter referred to as "Nationwide"), is an insurance company licensed to transact business in the Commonwealth of Pennsylvania and regularly conducts business in Chester County, Pennsylvania. At all times material hereto, Defendant Nationwide was the auto insurer under policies of insurance between itself and Plaintiffs.
3. On or about May 26, 2015, at approximately 4:45 a.m., Plaintiff Steven Gates was operating his 2000 Ford F150 in a northerly direction on the Garden State Parkway and was stopped at the electronic traffic signal near milepost ten (10).

2018-08909-MJ



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4. At the aforesaid time, date and place, Plaintiff's vehicle was struck by a 2007 Nissan Maxima owned by Brenda Salazar-Borja and being operated by Chimobi Wokecha, causing Plaintiff Steven Gates to suffer serious an permanent injuries.

5. As a direct and proximate result of the accident, plaintiff, Steven Gates:

- (a) suffered injuries, some of which are or may be permanent, to the head, neck, back, spine, torso right shoulder, and various parts of the body;
- (b) suffered compression fractures at C6 and C7 with spinal stenosis and disc herniations;
- (c) suffered a complete tear of his right rotator cuff;
- (d) suffered lacerations and contusions throughout the body;
- (e) suffered a severe and possible permanent shock to his nervous system;
- (f) was unable to and will in the future be unable to attend to his daily occupation; and
- (g) has required and will require hospitalization and/or medical care and treatment and has been required and will be required to incur substantial expenses for such care and treatment.

6. The above injuries and damages were directly caused by the negligence of the at-fault driver and were incurred without contributory negligence or assumption of the risk on the part of Plaintiff Steven Gates.

7. Neither the owner nor the operator of the vehicle that struck Plaintiff Steven Gates's truck has insurance to fully compensate plaintiff Steven Gates for the injuries and damages he sustained.

8. At the time of the accident, Plaintiff Steven Gates was an insured under three (3) valid policies of insurance issued to him and/or his wife, Pamela Gates, by Defendant Nationwide, being Policy Numbers:

2018-08909-MJ



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5837D855297

5837E077824

587E287289

9. Each of these policies issued by Defendant Nationwide to Steven Gates and his wife, Pamela Gates, contained a provision for uninsured motorist coverage which provided, among other things, insurance coverage for bodily injuries an insured is legally entitled to recover from the owner or operator of an underinsured motor vehicle.

10. Each of these policies issued by Defendant Nationwide was purchased by Steven Gates and/or Pamela Gates through Nationwide's agent, Mark Cox Insurance Agency, located at 5 Frame Avenue, Suite 102, Frazer, Pennsylvania 19355.

11. According to the declaration page provided by Nationwide for Policy No. 5837D855297, this policy covers three vehicles, a 2011 Nissan Pathfinder, a 2000 Ford F150 (the vehicle in which Steven Gates was injured), and a 2001 Mercedes Benz E320, and provides for stacked uninsured motorist coverage of \$300,000 (\$100,000 x three vehicles). See Declaration Page attached hereto as Exhibit A.

12. According to the declaration page provided by Nationwide for Policy No. 5837E077824, this policy covers one vehicle, a 2001 Chevrolet Exp G350, and provides for stacked uninsured motorist coverage of \$100,000 (\$100,000 x one vehicle). See Declaration Page attached hereto as Exhibit B.

13. According to the declaration page provided by Nationwide for Policy No. 5837E287289, this policy covers four vehicles, a 2004 Toyota Highlander, a 1999 Mercury Grnrls/L, a 1987 Dodge Dakota, and a 2005 Mitsubishi Lancer E, and provides for stacked

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uninsured motorist coverage of \$400,000 (\$100,000 x four vehicles. See Declaration Page attached hereto as Exhibit C.

14. Nationwide Policy No. 5837D855297 is a Pennsylvania auto insurance policy and, as such, is a contract governed by Pennsylvania law. This policy was purchased at Cox Insurance Agency, Inc., located in Pennsylvania, and countersigned by Nationwide at Harrisburg, Pennsylvania. See Nationwide Insurance Policy No. 5837D855297, attached as Exhibit D.

15. Nationwide Insurance Policy No. 5837D855297 does not contain an arbitration clause / provision.

16. The policies issued to Plaintiffs Steven and Pamela Gates provide for a total of uninsured motorist coverage in the amount of \$800,000.

17. By letter dated May 10, 2017, Plaintiffs demanded from Nationwide the limit of the uninsured motorist coverage.<sup>1</sup> See May 10, 2017 Demand Letter, attached as Exhibit E.

18. Despite being provided with copies of actual x-rays taken on June 8, 2015, June 9, 2015, and July 27, 2015, Nationwide requested copies of the x-ray reports corresponding to these dates.

19. Plaintiffs' counsel requested these reports from Plaintiff Steven Gates's medical providers on multiple occasions and was repeatedly told that the medical providers did not have copies of the reports.

20. Plaintiff Steven Gates executed HIPAA releases enabling Nationwide to request copies directly from his medical providers. Nationwide was also told by the medical providers that they did not have copies of the reports.

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<sup>1</sup> The letter mistakenly calculates the total of uninsured motorist coverage as \$700,000.

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21. Plaintiff Steven Gates made direct requests to his medical providers requesting these reports and was also told by his medical providers that they do not have copies of the reports.

22. Due to Nationwide's insistence on obtaining copies of the x-ray reports (despite having the actual x-ray imaging itself), there has been a significant delay in Nationwide's processing of Steven Gates's claim.

23. In a phone call to Plaintiffs' counsel on June 20, 2018, Nationwide offered to pay \$100,000. Plaintiffs rejected this offer and did not counter.

24. In a phone call to Plaintiffs' counsel on June 26, 2018, Nationwide increased its offer to \$125,000. Plaintiff rejected this offer and did not counter.

25. Plaintiffs believe their claims are valued in excess of the \$125,000 offered by Nationwide.

26. Plaintiffs have fully complied with the terms of the contract with Defendant Nationwide Mutual Insurance Company and are entitled receive uninsured motorist benefits.

**COUNT ONE – Declaratory Judgment**  
**Steven Gates v. Nationwide Mutual Insurance Company**

27. Plaintiffs incorporate the above paragraphs as if they were fully set forth herein.

28. As detailed hereinabove, the uninsured motorist coverage provisions in the Nationwide insurance policies detailed herein require Defendant Nationwide to provide Plaintiffs with \$800,000 in stacked uninsured motorist benefits.

29. Plaintiff Steven Gates's injuries and damages from the May 26, 2015 auto accident have a value in excess of \$800,000.

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WHEREFORE, Plaintiff Steven Gates demands in his favor and against Defendant Nationwide and that Defendant Nationwide provide to him \$800,000 in stacked uninsured motorist benefits coverage, an amount which exceeds the mandatory arbitration limit of the Court of Common Pleas of Chester County, plus damages for delay and costs.

**COUNT TWO – Loss of Consortium**  
**Pamela Gates v. Nationwide Mutual Insurance Company**

30. Plaintiffs incorporate the above paragraphs as if they were fully set forth herein.

31. As a result of the negligence of the at-fault driver and the injuries sustained by her husband, Plaintiff Pamela Gates has suffered the loss of the aid, society, comfort and services of her husband, Steven Gates, which losses are ongoing and may be permanent.

32. As detailed hereinabove, the uninsured motorist coverage provisions in the Nationwide insurance policies detailed herein require Defendant Nationwide to provide Plaintiffs with \$800,000 in stacked uninsured motorist benefits.

WHEREFORE, Plaintiff Pamela Gates, demands judgment in her favor and against Defendant Nationwide and that Defendant Nationwide provide to her with a portion of the \$800,000 in stacked uninsured motorist benefits coverage, an amount which exceeds the mandatory arbitration limit of the Court of Common Pleas of Chester County, plus damages for delay and costs.

**COUNT THREE – Breach of Contract**  
**Plaintiffs v. Nationwide Mutual Insurance Company**

33. Plaintiffs incorporate the above paragraphs as if they were fully set forth herein.

34. The insurance policies referenced herein and attached as Exhibits A through C of this Complaint constitute a contract and/or contracts between Plaintiffs and Defendant Nationwide.

2018-08909-MJ

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35. As detailed herein above, each insurance policy contains a provision of stacked uninsured motorists' benefits totaling \$800,000.

36. Plaintiffs' injuries and damages are valued in excess of \$800,000.

37. Defendant Nationwide's offer of \$125,000 in stacked underinsured motorists' benefits is a breach of Nationwide's contractual obligations to Plaintiffs to pay them the full value of their underinsured motorist' benefits claim.

38. As a direct, proximate and foreseeable result of Nationwide's breach of its contractual obligations to Plaintiffs, Plaintiffs suffered the injuries and damages set forth herein, including continuing financial injuries, and continue to accrue additional damages.

39. As a direct, proximate and foreseeable result of Nationwide's breach of its contractual obligations to Plaintiffs, Plaintiffs have suffered the monetary loss of not being paid the \$800,000 in a timely manner.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant Nationwide and that Defendant Nationwide provide to them \$800,000 in stacked uninsured motorist benefits coverage, an amount which exceeds the mandatory arbitration limit of the Court of Common Pleas of Chester County, plus damages for delay and costs.

**COUNT FOUR**

**Breach of Implied Covenant of Good Faith & Fair Dealing  
Plaintiffs v. Nationwide Mutual Insurance Company**

40. Plaintiffs incorporate the above paragraphs as if they were fully set forth herein.

41. In addition to the express terms of the contracts (the auto insurance policies attached as Exhibits A through C), the law requires that the parties to a contract act in good faith and deal fairly with each other.

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42. The auto insurance policies attached as Exhibits A through C are contracts, and therefore the implied covenant of good faith and fair dealing applies to them.

43. Defendant Nationwide Mutual Insurance Company did not act in good faith and did not deal fairly with Plaintiffs because they did not act in a way that was honest and faithful to the agreed purposes of the contract and consistent with the reasonable expectations of the parties.

44. To the contrary, Defendant Nationwide violated the implied covenant of good faith and fair dealing by:

- (a) disregarding the opinion of Plaintiff Steven Gates's treating doctor that he will require a complete right shoulder replacement in the future;
- (b) undervaluing Plaintiffs' claims for damages;
- (c) refusing to timely uninsured motorist benefits to Plaintiffs;
- (d) unreasonably engaging in an adversarial relationship with its insureds, requiring the insureds to incur substantial counsel fees and costs;
- (e) acting with ill will, malicious intent and self-motive in handling Plaintiff's uninsured motorist benefits claim;
- (f) acting with reckless disregard in delaying Plaintiff's uninsured motorist benefits claim without any reasonable basis;
- (g) failing to promptly, fairly and reasonably investigate Plaintiff's uninsured motorist benefits claim;
- (h) engaging in unreasonable, bad faith investigative practices with respect to Plaintiff's uninsured motorist benefits claim;
- (i) by intentionally, maliciously and recklessly delaying payment of benefits;
- (j) intentionally, maliciously, recklessly and unreasonably pursuing and prolonging litigation of Plaintiff's claim when Defendant knew or should have known that benefits were due and owing;
- (k) engaging in unreasonable, bad faith claims handling practices with respect to Plaintiff's uninsured motorist benefits claim;

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- (l) unreasonable and dilatorily handling Plaintiff's uninsured motorist benefits claim;
- (m) failing to negotiate in good faith;
- (n) intentionally, maliciously, recklessly and unreasonably engaging in a course of conduct to deprive the insured of benefits when Defendant knew or should have known that benefits were due and owing;
- (o) subjecting Plaintiffs to harassment, inconvenience and embarrassment by unreasonably withholding benefits due and owing for an excessive period of time;
- (p) deviating from its own internal directives, policies, claims handling and underwriting practices;
- (q) treating Plaintiff's claim differently from other similarly situated insureds;
- (r) engaging in a pattern of deliberate indifference to the rights of Plaintiffs;
- (s) claiming that Plaintiffs are not entitled to the full amount of benefits which were contracted and paid for pursuant to the stacking provisions of Plaintiffs' Nationwide auto insurance policies;

45. Through its actions and inactions, including but not limited to those set forth in the preceding paragraph, Defendant Nationwide Mutual Insurance Company acted in bad faith, dishonestly and/or with improper motive to destroy or injure the right of Plaintiffs to receive their reasonable expectation of \$800,000 in uninsured motorist benefits coverage.

46. As a direct, proximate and foreseeable result of these breaches of the implied covenant of good faith and fair dealing, Plaintiffs have suffered the injuries and damages described above.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant Nationwide for compensatory and punitive damages in an amount in excess of the mandatory arbitration limit of the Court of Common Pleas of Chester County, plus attorneys' fees and damages for delay and costs.

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**COUNT FOUR**  
**Statutory Bad Faith**  
**Plaintiffs v. Nationwide Mutual Insurance Company**

47. Plaintiffs incorporate the above paragraphs as if they were fully set forth herein.


48. Defendant Nationwide Mutual Insurance Company has acted in bad faith, recklessly, wantonly and willfully in violation of Pa.C.S. § 8371 by its conduct as set forth herein, included but not limited to:

- (a) its unreasonable refusal to pay Plaintiffs the full \$800,000 in underinsured benefits to which they are entitled;
- (b) its unreasonable delay of over a year before making an actual settlement offer to Plaintiffs; and
- (c) its insistence on obtaining x-ray reports after it had already been provided with copies of the x-rays themselves.

49. This bad faith conduct of Defendant Nationwide has caused, and continues to cause, financial detriment to Plaintiffs.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendant Nationwide for compensatory and punitive damages in an amount in excess of the mandatory arbitration limit of the Court of Common Pleas of Chester County, plus attorneys' fees and damages for delay and costs.

GOLDBERG, GOLDBERG & JANOSKI

  
MARIA C. JANOSKI, ESQUIRE  
Attorney for Plaintiffs

Dated: <sup>29</sup>8/28/18

2018-08909-MJ



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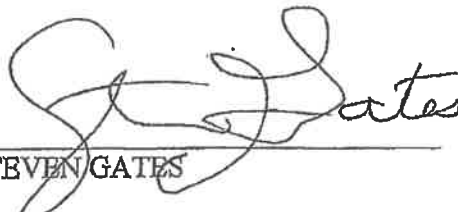
VERIFICATION

I, STEVEN GATES, verify that the facts set forth in the foregoing Plaintiffs' Complaint are true and correct to the best of my knowledge, information and belief.

This statement is made subject to the penalties of Title 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Dated:

8/16/18

  
STEVEN GATES

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# EXHIBIT A

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F-(610)436-0628

ATTN Rich Muth

Prepared on December 18, 2014 Page 1 of 6

**Nationwide\***  
On Your Side

## Your Policy Declarations

### Nationwide Auto Policy

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

#### Policyholder (Named Insured):

Steven Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Keep these Declarations for your records.

### General Policy Information

Issued: December 18, 2014

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

**Policy Period: January 13, 2015 - July 13, 2015** but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

### IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

### Premium Summary and Other Charges

2011 Nissan Pathfinder	\$ 863.90
2000 Ford F150 Wor	\$ 474.10
2001 Mercedes Benz E320 Awd	\$ 688.10
<b>Total Policy Premium</b>	<b>\$ 2,026.10</b>

### How You Saved on this Policy with Nationwide

Passive Restraint  
Good Student  
Home & Car

Safe Driver  
Anti Theft Device  
New Vehicle

Accident Free  
Multi Car  
Farm Bureau Member

Thank you for being a long-term customer.

### Listed Driver(s)

Name	Date of Birth	Marital Status
Steven E Gates	02/09/59	Married
Pamela J Gates	09/07/59	Married
Steven R Hill	08/14/80	Single
Bryanna P Gates	04/15/92	Single
Adryana A Gates	10/02/96	Single

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**Nationwide®**  
On Your Side

For coverage definitions and descriptions,  
visit [Nationwide.com](http://Nationwide.com)

Prepared on December 10, 2014 Page 2 of 6

## Your Policy Declarations

### Nationwide Auto Policy

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 8837D 855297

### Insured Vehicle(s) and Schedule of Coverages

#### 2011 Nissan Pathfinder

VIN 5N1AR1NB1BC611243

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 100	\$ 91.20
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 267.10
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 143.50
Bodily Injury Liability	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 194.90
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 86.20
Towing and Labor	\$ 50 Each Disablement	\$ 1.30
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 49.60
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 10.60
Option 4-Funeral Benefit	\$ 1,500	\$ .40
Full Tort		
Vehicle Endorsements 3455A 3475		
<b>Total for this Vehicle</b>		<b>\$ 863.90</b>



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**Nationwide<sup>®</sup>**  
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Prepared on December 16, 2014 Page 5 of 6

**Your Policy Declarations**

Nationwide Auto Policy

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

**Insured Vehicle(s) and Schedule of Coverages (continued)****2000 Ford F150 Wor**

VIN 1FTZF1729YNA15343

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 145.00
Bodily Injury Liability	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 176.70
Uninsured Motorists-Bodily Injury	(Stacked)	
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked)	
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 86.20
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 37.80
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 9.00
Option 4-Funeral Benefit	\$ 1,500	\$ .30
Full Tort		
<b>Total for this Vehicle</b>		<b>\$ 474.10</b>

**2001 Mercedes Benz E320 Awd**

VIN WDBJF82J41X051094

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization	Actual Cash Value Less \$ 100	\$ 91.30
Including Car Key Replacement Coverage		
Collision and \$ 1,500 IN Customization	Actual Cash Value Less \$ 300	\$ 191.20
Including Pet Injury Collision Coverage		
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 108.40
Bodily Injury Liability	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 143.00
Uninsured Motorists-Bodily Injury	(Stacked)	
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked)	

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Prepared on December 18, 2014 Page 4 of 6

**Your Policy Declarations**Nationwide Auto Policy  
Policy Period: Jan 13, 2015 - Jul 13, 2015  
Policy Number: 5837D 855297**Insured Vehicle(s) and Schedule of Coverages (continued)****2007 Mercedes Benz E220 Awd**  
VIN WDBJF82J41X051094

Coverages	Limits of Liability	Premium
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 86.20
Towing and Labor	\$ 50 Each Disablement	\$ 1.30
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 38.30
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 9.00
Option 4-Funeral Benefit	\$ 1,500	\$ .30
Full Tort		

Vehicle Endorsements 3455A 3475

**Total for this Vehicle \$ 688.10****Policy Level Schedule of Coverages**

Coverages	Limits of Liability	Premium
Accident Forgiveness Feature		Incl
- Currently Eligible To Use		

**Policy Form and Endorsements**

V-037B	Nationwide Auto Policy
V-3329	Amendatory Endorsement
V-3457	Amendatory Endorsement (Pennsylvania)
V-3453	Amendatory Endorsement
V-3412	Automobile Insurance Guarantee (Pennsylvania)
V-3535	Amendatory Endorsement
V-3455A	Car Key Replacement Coverage
V-3475	Pet Injury Collision Coverage

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Prepared on December 10, 2014 Page 5 of 6  
**Your Policy Declarations**

**Nationwide Auto Policy**  
Policy Period: Jan 13, 2015 - Jul 13, 2015  
Policy Number: **5837D 855297**

**For Office Use Only:** HP090193  
06/19/14 \$ 0.00

**Issued By:** Nationwide Mutual Insurance Company  
**Countersigned At:** Harrisburg, PA.  
**By:** Mark A Cox

**How to Contact Us**  
Your Nationwide Agent  
Customer Service  
Internet  
24-Hour Claims Reporting  
Hearing Impaired (TTY)

Cox Insurance Agency Inc 610.540.0500 or 717.786.7797  
1.877.669.6877  
Nationwide.com  
1.800.421.3535  
1.800.622.2421

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Prepared on: December 18, 2014 Page 6 of 6

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# EXHIBIT B

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**Nationwide®**  
**On Your Side**

 Cox Insurance Agency Inc  
 5 Fratus Ave Ste 102  
 Frazer, PA 19355

Prepared on April 24, 2018

Page 1 of 2

## Your Policy Renewal

**Your bill is sent separately.**
**Nationwide Auto Policy**
**Policy Period: May 19, 2015 - Nov 19, 2016**
**Policy Number: 6837E 077824**

Sign up for convenient,  
automatic bill payment  
with Nationwide Easy Pay.  
To learn more, ask your  
agent or log in to  
[nationwide.com/easypay](http://nationwide.com/easypay).

Steven Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

05513000713024

### What's enclosed

- ✓ **Insurance Identification Cards** - Your ID cards are enclosed in this packet.
- ✓ **Declarations** - These pages show your coverages under this policy. Carefully review these details and call Cox Insurance Agency Inc at 610.540.0600 or 717.786.7797 if you have questions or want to make changes.
  - General Information
  - Coverage Details
  - Your Total Policy Premium
- ✓ **Insurance Documents** - Please keep these documents for future reference.

**How to Contact Us**  
**Your Nationwide Agent**  
 Customer Service  
 Internet  
 24-Hour Claims Reporting  
 Hearing Impaired (TTY)

**Cox Insurance Agency Inc 610.540.0600 or 717.786.7797**  
 1.877.689.0877  
[Nationwide.com](http://Nationwide.com)  
 1.800.421.2538  
 1.800.622.2421

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Prepared on April 24, 2015

Page 2 of 2

**Important Reminders from Nationwide**
**NOTES:**
**Mandated Coverage Notice:**

The laws of the Commonwealth of Pennsylvania, as enacted by the General Assembly, only require that you purchase Liability and First Party Medical Benefit coverages. Any additional coverage or coverages in excess of the limits required by law are provided only at your request as enhancements to basic coverages.

**Premiums For Basic Mandatory Coverage At The Limited Tort Option:**

Vehicle #1: 2001 Chevrolet Exp G350.

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 78.80
Property Damage Liability	\$ 5,000	\$ 144.50
Medical Benefits	\$ 5,000	\$ 26.20

**Fraud Warning Notice**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Your premium for this renewal is \$ 532.80. To maintain uninterrupted coverage, please pay your premium by the due date on the bill. This includes any change you may have made to your policy.

Thanks to five years of safe driving you're receiving the Accident Free discount.

Your credit report will only be ordered at the start of your policy with Nationwide unless you request an update. You may request a new credit-based insurance score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-877-302-1833.

Great news! You have earned features that have been automatically added to this policy. We also want to tell you about a different Nationwide rating plan available in your state. This plan could possibly save you money and may or may not include the loyalty features that are included in this policy. Ask your agent for a free *On Your Side* Review.

Sign up for convenient, automatic bill payment with Nationwide Easy Pay. To learn more, ask your agent or log in to [nationwide.com/easypay](http://nationwide.com/easypay).

Manage your account, make a payment, check the status of a claim and receive your bill by email with online Account Access. Visit [nationwide.com/manage](http://nationwide.com/manage) - see how easy it can be.

Nationwide thanks you for your business. Our first priority is to serve you, our Customer.

Whether you have a claim, a question, a concern, or just need a convenient service, our *On Your Side* promise means we'll be there to serve your needs.

Thank you for choosing Nationwide. We value your business.



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Prepared on April 24, 2015

Page 1 of 4

## Your Policy Declarations

Nationwide Auto Policy

Policy Period: May 19, 2015 - Nov 19, 2015

Policy Number: 5837E077824

**Policyholder (Named Insured):**

 Steven Gates  
 101 Heritage CT  
 Phoenixville, PA  
 19460-4788

Keep these Declarations for your records.

### General Policy Information

Issued: April 24, 2015

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorist's financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: May 19, 2015 - November 19, 2015 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

### IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

### Premium Summary and Other Charges

2001 Chevrolet Exp G350	\$	532.80
<b>Total Policy Premium</b>	<b>\$</b>	<b>532.80</b>

### How You Saved on this Policy with Nationwide

- Passive Restraint
- Safe Driver
- Accident Free
- Good Student
- Multi Car
- Home & Car

Thank you for being a long-term customer.

### Listed Driver(s)

Name	Date of Birth	Marital Status
Steven E Gates	02/08/59	Married
Pamela J Gates	08/02/59	Married
Steven R Hill	08/14/80	Single
Bryana P Gates	04/15/92	Single
Adriana A Gates	10/02/88	Single

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*On Your Side*

For coverage definitions and descriptions,  
 visit [Nationwide.com](http://Nationwide.com)

Prepared on April 26, 2015

Page 2 of 4

## Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: May 18, 2015 - Nov 18, 2015

Policy Number: 8837E 077824

### Insured Vehicle(s) and Schedule of Coverages

#### 2001 Chevrolet Exp 0350

VIN 1GCHG35R311108888

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 184.80
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 206.80
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 21.20
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 85.80
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 43.70
Option 4-Funeral Benefit	\$ 1,600	\$ .40
Full Tort		
<b>Total for this Vehicle</b>		<b>\$ 582.90</b>

### Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Accident Forgiveness Feature - Currently Eligible To Use		incl

#### Policy Form and Endorsements

V-087B	Nationwide Auto Policy
V-3328	Amendatory Endorsement
V-3457	Amendatory Endorsement (Pennsylvania)
V-3412	Automobile Insurance Guarantee (Pennsylvania)
V-3453	Amendatory Endorsement
V-3535	Amendatory Endorsement

For Office Use Only: D 855287 HP090193

03/27/15 \$ 0.00

Issued By: Nationwide Mutual Insurance Company

Countersigned At: Harrisburg, PA.

By: Mark A Cox

#### How to Contact Us

 Your Nationwide Agent  
 Customer Service  
 Internet  
 24-Hour Claims Reporting  
 Hearing Impaired (TTY)

 Cox Insurance Agency Inc 610.640.8500 or 717.786.7787  
 1.877.669.8877  
[Nationwide.com](http://Nationwide.com)  
 1.800.421.3526  
 1.800.622.2421

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# EXHIBIT C

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## Financial Responsibility Identification Card

Prepared on February 11, 2016

Nationwide®  
On Your Side

- Detach your identification cards along the perforated lines.
- Keep this card in your vehicle.
- See section following ID Cards for What's enclosed.

IMPORTANT NOTICE about your  
Financial Responsibility ID Card

Pennsylvania law requires insurance companies to provide each Policyholder with an Identification (ID) Card for each insured vehicle. The card shows that a Liability Insurance Policy has been issued which satisfies the financial responsibility requirements of the law.

You are required to maintain financial responsibility on each vehicle. It is against Pennsylvania law to use the ID card fraudulently for example as proof of financial responsibility after the policy is terminated.

Your ID Card may be used for vehicle registration and replacing license plates. It must also be shown to any police officer, judge or hearing officer if requested. In the event of an accident your ID card may be used to exchange information with other drivers.

If you lose your ID card or have any questions about its use just get in touch with your agent.

05313000247010

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
8837E287289	Mar 7, 2015	Sep 7, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2003	Mitsubishi Lancer	JASAJ28E85U031401

24 Hour Claims 1.800.421.3535

Steven & Pam Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
8837E287289	Mar 7, 2015	Sep 7, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
1987	Dodge Dakota	1D7GN14N85610645

24 Hour Claims 1.800.421.3535

Steven & Pam Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Nationwide Mutual Insurance Company  
PO Box 30000  
Raleigh NC 27612-0000

NAIC # 23787

For questions about your policy, call your  
Nationwide agent,  
Cox Insurance Agency Inc at  
610.540.0500.

Nationwide Mutual Insurance Company  
PO Box 30000  
Raleigh NC 27612-0000

NAIC # 23787

For questions about your policy, call your  
Nationwide agent,  
Cox Insurance Agency Inc at  
610.540.0500.

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
8837E287289	Mar 7, 2015	Sep 7, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
1999	Mercury Sable	2MEFM75W9X010018

24 Hour Claims 1.800.421.3535

Steven & Pam Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
8837E287289	Mar 7, 2015	Sep 7, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2004	Toyota Highland	JTEBP21AX4001012

24 Hour Claims 1.800.421.3535

Steven & Pam Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Nationwide Mutual Insurance Company  
PO Box 30000  
Raleigh NC 27612-0000

NAIC # 23787

For questions about your policy, call your  
Nationwide agent,  
Cox Insurance Agency Inc at  
610.540.0500.

Nationwide Mutual Insurance Company  
PO Box 30000  
Raleigh NC 27612-0000

NAIC # 23787

For questions about your policy, call your  
Nationwide agent,  
Cox Insurance Agency Inc at  
610.540.0500.

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**Nationwide's On Your Side® Claims Guarantee**  
**means fast and fair handling of your claim.**

**24 Hour Claims 1.800.421.3535**

Report Claims Anytime, Anywhere in the U.S.A.

When calling, please give these details:

1. Policy number and zip code
2. Make and model year
3. Location of accident, injuries and damages
4. Other vehicle and persons involved

**If you lose your card, contact your Nationwide agent.**

This card must be carried for production, upon demand. It is suggested that you carry this card in the insured vehicle.

**Warning:** Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this Commonwealth without the required financial responsibility may have his registration suspended or revoked.

**Note:** This card is required when:

- (1) You are involved in an auto accident.
- (2) You are convicted of a traffic offense other than a parking offense that requires a court appearance.
- (3) Upon request of a police officer when you are stopped for violating any provision of the Vehicle Code (75 Pa. C.S., §§101-9910).

You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege or registration which has been previously suspended or revoked.

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2018-08909-MJ



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**Nationwide®**  
*On Your Side*

 Cox Insurance Agcy Inc  
 5 Frame Ave Ste 102  
 Frazer, PA 19355

Printed on February 11, 2015

Page 1 of 2

## Your Policy Renewal

Your bill is sent separately.

**Nationwide Auto Policy**

Policy Period: Mar 7, 2015 - Sep 7, 2015

Policy Number: 6837E 287289

Sign up for convenient,  
automatic bill payment  
with Nationwide Easy Pay.  
To learn more, ask your  
agent or log in to  
[nationwide.com/easypay](http://nationwide.com/easypay).

 Steven & Pam Gates  
 101 Heritage CT  
 Phoenixville, PA  
 19480-4780

05313000247029

### What's enclosed

- ✓ **Insurance Identification Cards** - Your ID cards are enclosed in this packet.
- ✓ **Declarations** - These pages show your coverages under this policy. Carefully review these details and call Cox Insurance Agcy Inc at 610.640.0500 or 717.786.7797 if you have questions or want to make changes.
  - General Information
  - Coverage Details
  - Your Total Policy Premium
- ✓ **Insurance Documents** - Please keep these documents for future reference.


**How to Contact Us**  
 Your Nationwide Agent  
 Customer Service  
 Internet  
 24-Hour Claims Reporting  
 Hearing Impaired (TTY)

 Cox Insurance Agcy Inc 610.640.0500 or 717.786.7797  
 1.877.868.6877  
[Nationwide.com](http://Nationwide.com)  
 1.800.421.3535  
 1.800.622.2421

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**Nationwide®**  
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Prepared on February 11, 2018 Page 2 of 2

**Important Reminders from Nationwide**
**NOTES:**
**Mandated Coverage Notice:**

The laws of the Commonwealth of Pennsylvania, as enacted by the General Assembly, only require that you purchase Liability and First Party Medical Benefit coverages. Any additional coverage or coverages in excess of the limits required by law are provided only at your request as enhancements to basic coverages.

**Premiums For Basic Mandatory Coverage At The Limited Tort Option:**
**Vehicle #1: 2004 Toyota Highland**

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 59.80
Property Damage Liability	\$ 5,000	\$ 109.40
Medical Benefits	\$ 5,000	\$ 19.90

**Vehicle #2: 1999 Mercury Gmrfs/L**

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 48.00
Property Damage Liability	\$ 5,000	\$ 97.30
Medical Benefits	\$ 5,000	\$ 18.30

**Vehicle #3: 1987 Dodge Dakota**

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 53.30
Property Damage Liability	\$ 5,000	\$ 101.70
Medical Benefits	\$ 5,000	\$ 24.70

**Vehicle #4: 2005 Mitsubishi Lancer E**

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 88.80
Property Damage Liability	\$ 5,000	\$ 116.20
Medical Benefits	\$ 5,000	\$ 27.40

**Fraud Warning Notice**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Your premium for this renewal is \$ 2,223.70. To maintain uninterrupted coverage, please pay your premium by the due date on the bill. This includes any change you may have made to your policy.

Thanks to five years of safe driving you're receiving the Accident Free discount.

Your credit report will only be ordered at the start of your policy with Nationwide unless you request an update. You may request a new credit-based insurance score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-877-302-1833.

Great news! You have earned features that have been automatically added to this policy. We also want to tell you about a different Nationwide rating plan available in your state. This plan could possibly save you money and may or may not include the loyalty features that are included in this policy. Ask your agent for a free *On Your Side* Review.

Sign up for convenient, automatic bill payment with Nationwide Easy Pay. To learn more, ask your agent or log in to [nationwide.com/easypay](http://nationwide.com/easypay).

Manage your account, make a payment, check the status of a claim and receive your bill by email with online Account Access. Visit [nationwide.com/manage](http://nationwide.com/manage) - see how easy it can be.

Nationwide thanks you for your business. Our first priority is to serve you, our Customer.

Whether you have a claim, a question, a concern, or just need a convenient service, our *On Your Side* promise means we'll be there to serve your needs.

Thank you for choosing Nationwide. We value your business.

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**Nationwide®**  
*On Your Side*

Prepared on February 11, 2016

Page 1 of 6

## Your Policy Declarations

Nationwide Auto Policy

Policy Period: Mar 7, 2015 - Sep 7, 2015

Policy Number: 5837E 287289

**Policyholder (Named Insured):**

 Steven & Pam Gates  
 101 Heritage CT  
 Phoenixville, PA  
 19480-4786

Keep these Declarations for your records.

### General Policy Information

Issued: February 11, 2016

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Period: March 7, 2015 - September 7, 2015 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

### IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

### Premium Summary and Other Charges

2004 Toyota Highland	\$	654.40
1999 Mercury Gmrsl	\$	393.00
1987 Dodge Dakota	\$	428.80
2005 Mitsubishi Lancer E	\$	728.60
Total For Policy Coverages	\$	20.00
Total Policy Premium		\$ 2,223.70

### How You Saved on this Policy with Nationwide

- Passive Restraint
- Good Student
- Home & Car
- Safe Driver
- Anti Theft Device
- Affinity
- Accident Free
- Multi Car

Thank you for being a long-term customer.

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**Nationwide®**  
*On Your Side*

For coverage definitions and descriptions,  
 visit [Nationwide.com](http://Nationwide.com)

Prepared on February 11, 2015

Page 2 of 6

## Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: Mar 7, 2015 - Sep 7, 2015

Policy Number: 5837E 287288

### Listed Driver(s)

Name	Date of Birth	Marital Status
Steven E Gates	02/08/59	Married
Pamela J Gates	09/02/59	Married
Bryana P Gates	04/15/82	Single
Steven R Hill	08/14/80	Single
Adryana A Gates	10/02/96	Single

### Insured Vehicle(s) and Schedule of Coverages

**2004 Toyota Highland**

VIN JTEP21AX40011013

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 100	\$ 70.10
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 130.70
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 129.60
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence (Stacked)	\$ 149.50
Uninsured Motorists-Bodily Injury	\$ 100,000 Each Person \$ 300,000 Each Occurrence (Stacked)	\$ 20.50
Underinsured Motorists-Bodily Injury	\$ 100,000 Each Person \$ 300,000 Each Occurrence (Stacked)	\$ 92.70
Loss Of Use-Rental Days Plus	Endorsement 3573 \$ 30 Per Day \$ 900 Per Accident	\$ 20.10
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 33.30
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 7.50
Option 4-Funeral Benefit	\$ 2,500	\$ .40
Full Tort		

Vehicle Endorsements 3456A 3475

Lienholder-Wells Fargo Dealer S

Lien Expires On Feb 19, 2019

**Total for this Vehicle \$ 654.40**

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Prepared on February 17, 2015 Page 2 of 8

**Your Policy Declarations**Nationwide Auto Policy  
Policy Period: Mar 7, 2015 - Sep 7, 2015  
Policy Number: 6837E 287289**Insured Vehicle(s) and Schedule of Coverages (continued)****1999 Mercury Grand Marquis**

VIN 2MEFM76W9X018013

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 115.40
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 126.00
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 20.50
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 92.70
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 30.60
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 7.40
Option 4-Funeral Benefit	\$ 2,500	\$ .40
Full Tort		
<b>Total for this Vehicle</b>		<b>\$ 395.00</b>

**1987 Dodge Dakota**

VIN 1B7GN14M2H8515538

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 120.50
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 140.20
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 20.50
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 92.70
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 41.30
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 11.00
Option 4-Funeral Benefit	\$ 2,500	\$ .80
Full Tort		
<b>Total for this Vehicle</b>		<b>\$ 426.80</b>

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**Nationwide®**  
*On Your Side*

Prepared on February 11, 2015 Page 4 of 4

## Your Policy Declarations

Nationwide Auto Policy  
 Policy Period: Mar 7, 2015 - Sep 7, 2015  
 Policy Number: 5637E287289

### Insured Vehicle(s) and Schedule of Coverages (continued)

#### 2006 Mitsubishi Lancer E

VIN JA3AJ2BESUD31401

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 500	\$ 43.90
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$1,000	\$ 182.20
Property Damage Liability	\$ 100,000 Each Occurrence	\$ 137.70
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 175.80
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 20.50
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 92.70
Loss Of Use-Rental Days Plus	Endorsement 3673 \$ 30 Per Day \$ 900 Per Accident	\$ 20.10
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 45.80
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 10.20
Option 4-Funeral Benefit	\$ 2,500	\$ .60
Full Tort		

Vehicle Endorsements 3455A 3475

Total for this Vehicle \$ 729.60

### Policy Level Schedule of Coverages

Coverages	Limits of Liability	Premium
Roadside Assistance	Plus - Covers Disablement Up To 100 Miles/\$100 Lockout/ \$ 500 Trip Interruption Endorsement 3435	\$ 20.00
Accident Forgiveness Feature - Currently Eligible To Use		Incl
Total for Policy Coverages		\$ 20.00

Continued on the next page

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# EXHIBIT D

2018-08909-MJ



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### Certification

I, Brett Sutton, as a duly authorized Nationwide Insurance associate entrusted with oversight of the system of record from which this copy was produced, based upon information and belief, certify under the penalty of perjury that this attached copy of policy 58 37 D 855297 was made at or near the time of certification, as part of regularly conducted business activities, and is a true and accurate copy of the official record kept as part of regular business activities.

Brett Sutton

Date: June 23, 2015

Signature

Brett Sutton

Print Name

Processor, Imaging

Title





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## Financial Responsibility Identification Card

Prepared on December 18, 2014

Nationwide®  
On Your Side

- Detach your identification cards along the perforated lines.
- Keep this card in your vehicle.
- See section following ID Cards for *What's enclosed*.

IMPORTANT NOTICE about your  
Financial Responsibility ID Card

Pennsylvania law requires insurance companies to provide each Policyholder with an Identification (ID) Card for each insured vehicle. The card shows that a Liability Insurance Policy has been issued which satisfies the financial responsibility requirements of the law.

You are required to maintain financial responsibility on each vehicle. It is against Pennsylvania law to use the ID card fraudulently for example as proof of financial responsibility after the policy is terminated.

Your ID Card may be used for vehicle registration and replacing license plates. It must also be shown to any police officer, judge or hearing officer if requested. In the event of an accident your ID card may be used to exchange information with other drivers.

If you lose your ID card or have any questions about its use just get in touch with your agent.

Sign up for convenient, automatic bill payment with Nationwide Easy Pay. To learn more, ask your agent or log in to [nationwide.com/easypay](http://nationwide.com/easypay).

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
6837D 866297	Jan 13, 2015	Jul 13, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2001	Mercedes Benz/E320	WDBJF82041X081094

24 Hour Claims 1.800.421.3535

Steven Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Nationwide Mutual Insurance Company  
PO Box 30000  
Raleigh NC 27612-0000 NAIC # 23787

For questions about your policy, call your  
Nationwide agent,  
Cox Insurance Agency Inc at  
610.540.0500.

Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
6837D 866297	Jan 13, 2015	Jul 13, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2000	Ford/F150 Wor	1FTZF1729YNA46343

24 Hour Claims 1.800.421.3535

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Phoenixville, PA  
19460-4786

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Financial Responsibility  
Identification Card

Policy Number	Effective Date	Expiration Date
6837D 866297	Jan 13, 2015	Jul 13, 2015
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2011	Nissan/Pathfinder	5N1AR1NB1B611243

24 Hour Claims 1.800.421.3535

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Phoenixville, PA  
19460-4786

Nationwide Mutual Insurance Company  
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Raleigh NC 27612-0000 NAIC # 23787

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Cox Insurance Agency Inc at  
610.540.0500.

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**Nationwide's On Your Side® Claims Guarantee  
means fast and fair handling of your claim.**

**24 Hour Claims 1.800.421.3535**

Report Claims Anytime, Anywhere in the U.S.A.

When calling, please give these details:

1. Policy number and zip code
2. Make and model year
3. Location of accident, injuries and damages
4. Other vehicle and persons involved

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2018-08909-MJ

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Prepared on December 18, 2014

Page 1 of 2



**Nationwide®**  
On Your Side

Cox Insurance Agency Inc  
5 Frame Ave Ste 102  
Frazer, PA 19355

## Your Policy Renewal

Your bill is sent separately.

Nationwide Auto Policy

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

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agent or log in to  
[nationwide.com/easypay](http://nationwide.com/easypay).

Steven Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

05172000582022

### What's enclosed

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  - General Information
  - Coverage Details
  - Your Total Policy Premium
- ✓ **Insurance Documents** - Please keep these documents for future reference.
- ✓ **Congratulations!** You saved on your policy premium because you are a member of the **Farm Bureau®**.



Farm Bureau® is a registered service mark of American Farm Bureau Federation used with license by Nationwide.

**How to Contact Us**  
Your Nationwide Agent  
Customer Service  
Internet  
24-Hour Claims Reporting  
Hearing Impaired (TTY)

Cox Insurance Agency Inc 610.540.0500 or 717.786.7797  
1.877.669.6877  
[Nationwide.com](http://Nationwide.com)  
1.800.421.3535  
1.800.622.2421

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**Nationwide®**  
On Your Side

Prepared on December 18, 2014 Page 2 of 2

### Important Reminders from Nationwide

#### NOTES:

#### Mandated Coverage Notice:

The laws of the Commonwealth of Pennsylvania, as enacted by the General Assembly, only require that you purchase Liability and First Party Medical Benefit coverages. Any additional coverage or coverages in excess of the limits required by law are provided only at your request as enhancements to basic coverages.

#### Premiums For Basic Mandatory Coverage At The Limited Tort Option:

Vehicle #1: 2011 Nissan Pathfind

Vehicle #2: 2000 Ford F150 Wor

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 74.10
Property Damage Liability	\$ 5,000	\$ 125.70
Medical Benefits	\$ 5,000	\$ 29.80

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 67.20
Property Damage Liability	\$ 5,000	\$ 127.10
Medical Benefits	\$ 5,000	\$ 22.70

Vehicle #3: 2001 Mercedes Benz E320 Awd

Coverage	Limits	Premiums
Bodily Injury Liability	\$ 15,000 \$ 30,000	\$ 54.40
Property Damage Liability	\$ 5,000	\$ 95.00
Medical Benefits	\$ 5,000	\$ 23.00

#### Fraud Warning Notice

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Your premium for this renewal is \$ 2,026.10. To maintain uninterrupted coverage, please pay your premium by the due date on the bill. This includes any change you may have made to your policy.

Thanks to five years of safe driving you're receiving the Accident Free discount.

Your credit report will only be ordered at the start of your policy with Nationwide unless you request an update. You may request a new credit-based insurance score once each year to be used to rate your policy. To request an updated insurance score, please contact us at 1-877-302-1833.

Great news! You have earned features that have been automatically added to this policy. We also want to tell you about a different Nationwide rating plan available in your state. This plan could possibly save you money and may or may not include the loyalty features that are included in this policy. Ask your agent for a free *On Your Side* Review.

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Manage your account, make a payment, check the status of a claim and receive your bill by email with online Account Access. Visit [nationwide.com/manage](http://nationwide.com/manage) - see how easy it can be.

If you had an accident, what would you drive while your car is being fixed? Nationwide offers coverage that reimburses you for rental car costs so you can stay on the road. For more information contact your agent.

Nationwide thanks you for your business. Our first priority is to serve you, our Customer.

Whether you have a claim, a question, a concern, or just need a convenient service, our *On Your Side* promise means we'll be there to serve your needs.

Thank you for choosing Nationwide. We value your business.

2018-08909-MJ

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**Nationwide®**  
On Your Side

Prepared on: December 18, 2014 Page 1 of 6

**Your Policy Declarations****Nationwide Auto Policy**

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

**Policyholder (Named Insured):**Steven Gates  
101 Heritage CT  
Phoenixville, PA  
19460-4786

Keep these Declarations for your records.

**General Policy Information****Issued: December 18, 2014**

These Declarations are a part of the policy named above and identified by the policy number above. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

**Policy Period: January 13, 2015 - July 13, 2015** but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy expires at 12:01 a.m. at the address of the named insured stated herein.

Your carrier is Nationwide Mutual Insurance Company, NAIC #23787.

**IMPORTANT MESSAGES:**

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

**Premium Summary and Other Charges**

2011 Nissan Pathfinder	\$	863.90
2000 Ford F150 Wor	\$	474.10
2001 Mercedes Benz E320 Awd	\$	688.10
<b>Total Policy Premium</b>	<b>\$</b>	<b>2,026.10</b>

**How You Saved on this Policy with Nationwide**

- |                     |                     |                      |
|---------------------|---------------------|----------------------|
| • Passive Restraint | • Safe Driver       | • Accident Free      |
| • Good Student      | • Anti Theft Device | • Multi Car          |
| • Home & Car        | • New Vehicle       | • Farm Bureau Member |

Thank you for being a long-term customer.

**Listed Driver(s)**

Name	Date of Birth	Marital Status
Steven E. Gates	02/09/59	Married
Pamela J. Gates	09/02/59	Married
Steven R. Hill	08/14/80	Single
Bryanna P. Gates	04/15/92	Single
Adryana A. Gates	10/02/96	Single

05172000582031

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For coverage definitions and descriptions,  
 visit [Nationwide.com](http://Nationwide.com)

Prepared on December 18, 2014 Page 2 of 6

## Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

### Insured Vehicle(s) and Schedule of Coverages

**2011 Nissan Pathfind**

VIN5N1AR1NB1BC611243

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 100	\$ 91.20
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 267.10
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 143.50
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 194.90
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 86.20
Towing and Labor	\$ 50 Each Disablement	\$ 1.30
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 49.60
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 10.60
Option 4-Funeral Benefit	\$ 1,500	\$ .40
Full Tort		
Vehicle Endorsements 3455A 3475		
<b>Total for this Vehicle</b>		<b>\$ 863.90</b>



Continued on the next page

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Prepared on December 18, 2014 Page 8 of 8

**Your Policy Declarations**

Nationwide Auto Policy

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: 5837D 855297

**Insured Vehicle(s) and Schedule of Coverages (continued)****2000 Ford F150 Wor**

VIN 1FTZF1729YNA45343

Coverages	Limits of Liability	Premium
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 145.00
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 176.70
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 86.20
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 37.80
Option 2-Income Loss Benefit	\$ 5,000 Total \$ 1,000 Monthly	\$ 9.00
Option 4-Funeral Benefit	\$ 1,500	\$ .30
Full Tort		
<b>Total for this Vehicle</b>		<b>\$ 474.10</b>

**2001 Mercedes Benz E320 Awd**

VIN WDBJF82J41X051094

Coverages	Limits of Liability	Premium
Comprehensive and \$ 1,500 IN Customization Including Car Key Replacement Coverage	Actual Cash Value Less \$ 100	\$ 91.30
Collision and \$ 1,500 IN Customization Including Pet Injury Collision Coverage	Actual Cash Value Less \$ 500	\$ 191.20
Property Damage Liability	\$ 50,000 Each Occurrence	\$ 108.40
Bodily Injury Liability	\$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 143.00
Uninsured Motorists-Bodily Injury	(Stacked) \$ 100,000 Each Person \$ 300,000 Each Occurrence	\$ 19.10
Underinsured Motorists-Bodily Injury	(Stacked)	

Continued on the next page

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**Nationwide®**  
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Prepared on December 18, 2014 Page 4 of 6

**Your Policy Declarations**Nationwide Auto Policy  
Policy Period: Jan 13, 2015 - Jul 13, 2015  
Policy Number: 5837D 855297**Insured Vehicle(s) and Schedule of Coverages (continued)****2001 Mercedes Benz E320 Awd**  
VIN WDBJF82J41X051094

Coverages	Limits of Liability	Premium
	\$ 100,000 Each Person	
	\$ 300,000 Each Occurrence	\$ 86.20
	\$ 50 Each Disablement	\$ 1.30
Towing and Labor		
First Party Benefits		
Option 1-Medical Benefit	\$ 5,000	\$ 38.30
Option 2-Income Loss Benefit	\$ 5,000 Total	
	\$ 1,000 Monthly	\$ 9.00
Option 4-Funeral Benefit	\$ 1,500	\$ .30
Full Tort		
Vehicle Endorsements 3455A 3475		
<b>Total for this Vehicle</b>		<b>\$ 688.10</b>

**Policy Level Schedule of Coverages**

Coverages	Limits of Liability	Premium
Accident Forgiveness Feature		Incl
- Currently Eligible To Use		

**Policy Form and Endorsements**

V-037B	Nationwide Auto Policy
V-3329	Amendatory Endorsement
V-3457	Amendatory Endorsement (Pennsylvania)
V-3453	Amendatory Endorsement
V-3412	Automobile Insurance Guarantee (Pennsylvania)
V-3535	Amendatory Endorsement
V-3455A	Car Key Replacement Coverage
V-3475	Pet Injury Collision Coverage

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2018-08909-MJ



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**Nationwide®**  
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Prepared on December 18, 2014 Page 6 of 6

## Your Policy Declarations

**Nationwide Auto Policy**

Policy Period: Jan 13, 2015 - Jul 13, 2015

Policy Number: **5837D 855297**

For Office Use Only: HP090193

06/19/14 \$ 0.00

Issued By: Nationwide Mutual Insurance Company

Countersigned At: Harrisburg, PA.

By: Mark A Cox

**How to Contact Us**

Your Nationwide Agent

Customer Service

Internet

24-Hour Claims Reporting

Hearing Impaired (TTY)

Cox Insurance Agency Inc 610.540.0500 or 717.786.7797

1.877.669.6677

Nationwide.com

1.800.421.3535

1.800.622.2421

05172000582059



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Prepared on December 18, 2014 Page 6 of 6

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07/13/2008 11:10 FAX 810 692 5862

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MARK A COX INS AGENCY - AUTO TDS

002

Policy Number ~~505405870~~ 581855297 <sup>06</sup>  
 Named Insured Gates, Steven  
 County CHESTER



**Nationwide<sup>®</sup>**  
**Insurance**

Agent Mark Allan Cox

## TORT OPTIONS NOTICE TO INSUREDS

### NOTICE TO NAMED INSUREDS

A. "Limited Tort" Option - The laws of the Commonwealth of Pennsylvania give you the right to choose a form of insurance that limits your right and the rights of members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses, but not for pain and suffering or other nonmonetary damages unless the injuries suffered fall within the definition of "serious injury" as set forth in this policy, or unless one of several other exceptions noted in the policy applies. The annual premium for basic coverage as required by law under this "limited tort" option is \$1,500.00.

Additional coverages under this option are available at additional cost.

If you wish to choose the "limited tort" option described in paragraph A, you must sign this notice where indicated below and return it. If you do not sign and return this notice, you will be considered to have chosen the "full tort" coverage as described in paragraph B and you will be charged the "full tort" premium.

I wish to choose the "limited tort" option described in Paragraph A:

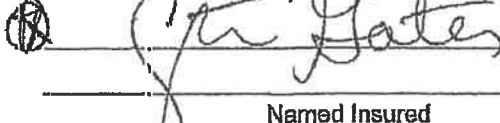
_____	_____
Named Insured	Date

B. "Full Tort" Option - The laws of the Commonwealth of Pennsylvania also give you the right to choose a form of insurance under which you maintain an unrestricted right for you and the members of your household to seek financial compensation for injuries caused by other drivers. Under this form of insurance, you and other household members covered under this policy may seek recovery for all medical and other out-of-pocket expenses and may also seek financial compensation for pain and suffering and other nonmonetary damages as a result of injuries caused by other drivers. The annual premium for basic coverage as required by law under this "full tort" option is \$2,050.40.

Additional coverages under this option are available at additional cost.

If you wish to choose the "full tort" option described in paragraph B, you may sign this notice where indicated below and return it. However, if you do not sign and return this notice, you will be considered to have chosen the "full tort" coverage as described in paragraph B and you will be charged "full tort" premium.

I wish to choose the "full tort" option described in paragraph B:

	_____
Named Insured	Date

C. You may contact your insurance agent, broker or company to discuss the cost of other coverages.

07/13/2006 11:11 FAX 610 692 5962

100151818087090418

MARK A COX INS AGENCY → AUTO TDS

0003

Policyholder Name : GATES, STEVEN

Policy Number: <sup>580855297</sup>  
~~505103876~~ <sup>W0</sup>

Pennsylvania law requires Insurers to provide each auto Policyholder or Applicant for auto insurance with information concerning certain first party injury coverages and options. Below is the officially required information. Please read it carefully before signing.

**IMPORTANT NOTICE**

INSURANCE COMPANIES OPERATING IN THE COMMONWEALTH OF PENNSYLVANIA ARE REQUIRED BY LAW TO MAKE AVAILABLE FOR PURCHASE THE FOLLOWING BENEFITS FOR YOU, YOUR SPOUSE OR OTHER RELATIVES OR MINORS IN YOUR CUSTODY OR IN THE CUSTODY OF YOUR RELATIVES, RESIDING IN YOUR HOUSEHOLD, OCCUPANTS OF YOUR MOTOR VEHICLE OR PERSONS STRUCK BY YOUR MOTOR VEHICLE:

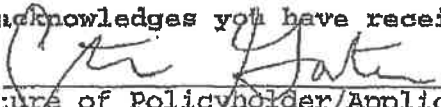
- (1) MEDICAL BENEFITS, UP TO AT LEAST \$100,000.
- (1.1) EXTRAORDINARY MEDICAL BENEFITS, FROM \$100,000 TO \$1,100,000 (THIS BENEFIT ONLY APPLIES TO YOU OR YOUR RELATIVES RESIDING IN YOUR HOUSEHOLD)
- (2) INCOME LOSS BENEFITS, UP TO AT LEAST \$2,500 PER MONTH UP TO A MAXIMUM BENEFIT OF AT LEAST \$50,000.
- (3) ACCIDENTAL DEATH BENEFITS, UP TO AT LEAST \$25,000.
- (4) FUNERAL BENEFITS, \$2,500.
- (5) AS AN ALTERNATIVE TO PARAGRAPHS (1), (2), (3) AND (4), A COMBINATION BENEFIT UP TO AT LEAST \$177,500 OF BENEFITS IN THE AGGREGATE OR BENEFITS PAYABLE UP TO THREE YEARS FROM THE DATE OF THE ACCIDENT, WHICHEVER OCCURS FIRST, SUBJECT TO A LIMIT ON ACCIDENTAL DEATH BENEFIT OF UP TO \$25,000 AND A LIMIT ON FUNERAL BENEFIT OF \$2,500.
- (6) UNINSURED, UNDERINSURED AND BODILY INJURY LIABILITY COVERAGE UP TO AT LEAST \$100,000 BECAUSE OF INJURY TO ONE PERSON IN ANY ONE ACCIDENT AND UP TO AT LEAST \$300,000 BECAUSE OF INJURY TO TWO OR MORE PERSONS IN ANY ONE ACCIDENT OR, AT THE OPTION OF THE INSURER, UP TO AT LEAST \$300,000 IN A SINGLE LIMIT FOR THESE COVERAGES, EXCEPT FOR POLICIES UNDER THE ASSIGNED RISK PLAN. ALSO, AT LEAST \$5000 FOR DAMAGE TO PROPERTY OF OTHERS IN ANY ONE ACCIDENT. ADDITIONALLY, INSURERS MAY OFFER HIGHER BENEFITS LEVELS THAN THOSE ENUMERATED ABOVE AS WELL AS ADDITIONAL BENEFITS. HOWEVER, AN INSURED MAY ELECT TO PURCHASE LOWER BENEFIT LEVELS THAN THOSE ENUMERATED ABOVE.

YOUR SIGNATURE ON THIS NOTICE OR YOUR PAYMENT OF ANY RENEWAL PREMIUM EVIDENCES YOUR ACTUAL KNOWLEDGE AND UNDERSTANDING OF THE AVAILABILITY OF THESE BENEFITS AND LIMITS AS WELL AS THE BENEFITS AND LIMITS YOU HAVE SELECTED.

IF YOU HAVE ANY QUESTIONS OR DO NOT UNDERSTAND ALL OF THE VARIOUS OPTIONS AVAILABLE TO YOU, CONTACT YOUR AGENT OR COMPANY.

IF YOU DO NOT UNDERSTAND ANY OF THE PROVISIONS CONTAINED IN THIS NOTICE, CONTACT YOUR AGENT OR COMPANY BEFORE YOU SIGN.

Your signature acknowledges you have received and read this IMPORTANT NOTICE.

  
Signature of Policyholder/Applicant

7/7/06  
Date

We urge you to keep this notice as part of your auto insurance records. You may want to refer to this information at some future time.

10/26/2006 15:22 FAX 610 692 5882

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MARK A COX INS AGENCY

AUTO TDS

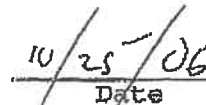
002

## REJECTION OF STACKED UNINSURED COVERAGE LIMITS

UM 3

By signing this waiver I am rejecting stacked limits of uninsured motorist coverage under the policy for myself and members of my household under which the limits of coverage available would be the sum of limits for each motor vehicle insured under the policy. Instead the limits of coverage that I am purchasing shall be reduced to the limits stated in the policy. I knowingly and voluntarily reject the stacked limits of coverage. I understand that my premiums will be reduced if I reject this coverage.

  
Signature of First Named Insured

  
Date

Policy Number 58D855297

Agent MARK ALLAN COX

County

10/25/2006 15:22 FAX 610 692 5962

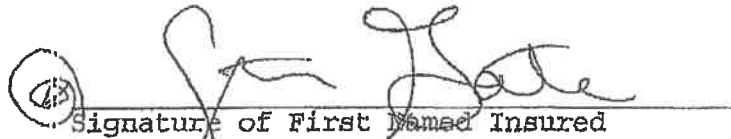
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MARK A COX INS AGENCY AUTO TDS

003

## REJECTION OF STACKED UNDERINSURED COVERAGE LIMITS

UIM 3

By signing this waiver I am rejecting stacked limits of underinsured motorist coverage under the policy for myself and members of my household under which the limits of coverage available would be the sum of limits for each motor vehicle insured under the policy. Instead the limits of coverage that I am purchasing shall be reduced to the limits stated in the policy. I knowingly and voluntarily reject the stacked limits of coverage. I understand that my premiums will be reduced if I reject this coverage.

  
Signature of First Named Insured

10/25/02  
Date

Policy Number 58D855297

Agent MARK ALLAN COX

County

L00151818091090418



**Endorsement 3475 — Pet injury collision coverage**

**Please attach this important addition to your auto policy.**

The policy is amended to provide Pet injury collision coverage.

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

**Pet Injury collision coverage**

If **you** have Collision coverage, as shown in the Declarations, we will reimburse **you** reasonable expenses as determined by **us**, up to \$500 for injury to **your** or a **relative's** dog or cat. The following expenses are covered:

1. Necessary veterinary expenses, including medicines; and
2. The cost to replace **your** dog or cat (with similar dog or cat), if injury results in death.

The most we will pay is \$500 per occurrence for all expenses regardless of the number of dogs and cats involved.

Coverage is subject to the following conditions:

1. It applies only to a dog or cat owned by **you** or a **relative**.
2. It applies only if the dog or cat is injured while inside **your auto** at the time of a covered Collision loss.
3. Our obligation to pay for an injury under this coverage has no effect on any other policy that **you** have with **us**.

No deductible applies to any payments made under this endorsement.

This endorsement applies as stated in the policy Declarations.

The endorsement is issued by the company shown in the Declarations as the Issuing company.

**V-3475**

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**Endorsement 3455A — Car key replacement coverage**

Please attach this important addition to your auto policy.

The policy is amended to provide Car key replacement coverage.

Coverage is subject to all terms and conditions of the policy, except as changed by this endorsement.

**Car key replacement coverage**

If you have Comprehensive coverage, as shown in the Declarations, we will reimburse you for reasonable expense incurred to replace the key or electronic entry device for your auto and for the services to gain entry into your auto.

The most we will pay is \$400 per occurrence for all expenses.

Coverage is subject to the following conditions:

1. The key or electronic entry device for your auto is lost, stolen, disabled or locked in your auto and you are unable to enter your auto.
2. Original copies of receipts for services must be submitted before reimbursement is payable.

No deductible applies to any payments made under this endorsement.

This endorsement applies as stated in the policy Declarations.

The endorsement is issued by the company shown in the Declarations as the issuing company.

**V-3455-A**

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**Endorsement 3535**

***Amendatory Endorsement***

Please attach this Important addition to your auto policy.

With this endorsement, the policy is amended as follows:

**MUTUAL POLICY CONDITIONS** is replaced to read:

**MUTUAL POLICY CONDITIONS AND PROXY**

(Applicable only to policies issued by Nationwide Mutual Insurance Company - Nationwide Mutual Fire Insurance Company.)

If this policy is issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company, the policyholder is a member of the company issuing the policy while this or any other policy issued by one of these two companies is in force. While a member, the policyholder is entitled to one vote only - regardless of the number of policies issued to the policyholder - either in person or by proxy at meetings of members of said company.

By accepting this policy of insurance, the member appoints the Chairman of the Board of Directors of the company, with full power of substitution, to be the member's proxy, and such individual is authorized and empowered to vote on behalf of the member on all matters presented for vote at any membership meeting of the company. The proxy will continue in force for the full duration of this policy or any renewal thereof issued by the company to the member. This proxy may be revoked at any time by providing written notice of such revocation to: Secretary, Nationwide Mutual Insurance Company/Nationwide Mutual Fire Insurance Company, Attention: Proxy Revocation, One Nationwide Plaza, Columbus, Ohio 43215. The member may also revoke this proxy in person at any meeting of the members by so announcing in the open meeting before any vote is taken or the proxy authority is exercised.

This proxy granted to the Chairman of the Board of the company will be superseded by any other valid proxy presented to the Secretary of the company in accordance with the Amended and Restated Bylaws of the company under Article II, Section 7.

The annual meeting of members of the Nationwide Mutual Insurance Company will be held at the Home Office at Columbus, Ohio, at 10 a.m. on the first Thursday of April. The annual meeting of members of the Nationwide Mutual Fire Insurance Company will be held at the Home Office at Columbus, Ohio at 9:30 a.m. on the first Thursday of April. If the Board of Directors of either of the above companies should elect to change the time or place of meeting, that company will mail notice of the change to the policyholder at the address last known to it. The company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the policyholder is not subject to any assessment beyond the premiums the above companies require for each policy term.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

Nationwide Mutual Insurance Company and Affiliated Companies  
One Nationwide Plaza Columbus, OH 43215-2220  
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)  
nationwide.com

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2018-08909-MJ

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*Nationwide Auto Policy*

## *Insuring Agreement*

For the policyholder's payment of premiums and fees in amounts we require and subject to all of the terms and conditions of this policy, we agree to provide the coverages the policyholder has selected. These selections are shown in the enclosed Declarations, which are a part of this policy contract. The selected coverages in this policy apply only to occurrences while this policy is in force. Renewal premiums for terms of six months each must be paid in advance.

## *Definitions*

This policy uses certain common words for easy reading. They are defined as follows:

1. "POLICYHOLDER" means the first person named in the Declarations. The policyholder is the named insured under this policy but does not include the policyholder's spouse. If the first named insured is an organization, that organization is the policyholder.
2. "YOU" and "YOUR" mean:
  - a) the policyholder and spouse, if resident of the same household, when the policyholder is a person; or
  - b) the sole proprietor or majority shareholder of an organization, or general partner of a family limited partnership, as shown in the Declarations, and spouse, if resident of the same household, when the policyholder is an organization.
3. "RELATIVE" means one who regularly lives in your household and who is related to you by blood, marriage or adoption (including a ward or foster child). A relative may live temporarily outside your household.
4. "INSURED" means one who is described as entitled to protection under each coverage.
5. "WE," "US," "OUR," and "THE COMPANY" mean or refer to the company issuing the policy--Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, or Nationwide Insurance Company of America.
6. "YOUR AUTO" means the vehicle(s) described in the Declarations.
7. "MOTOR VEHICLE" means a land motor vehicle designed primarily to be driven on public roads. This does not include vehicles operated on rails or crawler treads. Other motorized vehicles designed for use mainly off public roads shall be included within the definition of motor vehicle when used on public roads.
8. "PRIVATE PASSENGER AUTO" means a four-wheel:
  - a) private passenger auto;
  - b) van; or
  - c) pickup truck having either four or six wheels.
9. "DEDUCTIBLE" means the amount of loss to be paid by the insured. We pay for covered loss above the deductible amount shown in the Declarations.
10. "OCCUPYING" means in, upon, entering, or alighting from.
11. "BODILY INJURY" means:
  - a) physical injury;
  - b) sickness;
  - c) disease; or
  - d) resultant death;
 of any person which results directly from a motor vehicle accident.
12. "PROPERTY DAMAGE" means:
  - a) destruction of tangible property;

D1

2018-08909-MJ

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*Nationwide Auto Policy*

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- b) damage or injury to it; and
- c) loss of its use.

- 13. "NON-ECONOMIC LOSS" means pain and suffering and other non-monetary detriment.
- 14. "BIOLOGICAL DETERIORATION OR DAMAGE" meaning damage or decomposition, breakdown, and/or decay of manmade or natural material due to the presence of fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.

Other words are also defined. All defined words are in bold print.

***Territory***

The policy applies in Canada, the United States of America and its territories or possessions, or between their ports. All coverages except Uninsured Motorists and Underinsured Motorists apply to occurrences in Mexico, if within 50 miles of the United States boundary. We will base the amount of any Comprehensive or Collision loss in Mexico on cost at the nearest United States point.

This policy does not apply in any territory except as stated in this provision.

**NOTE:** You will need to buy auto insurance from a Mexican insurance company--regardless of coverage provided by this policy--before driving in Mexico. Otherwise, you may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.

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## *Physical Damage*

(damage to your auto)

### **ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES**

For purposes of these coverages only:

1. "LOSS" means direct and accidental loss or damage to your auto. Your auto includes its equipment.
2. "EQUIPMENT" means anything usual and incidental to the use of a motor vehicle as a motor vehicle. Any type of trailer is not equipment.

## *Coverage Agreements*

### **COMPREHENSIVE COVERAGE**

1. We will pay for loss to your auto not caused by collision or upset. We will pay for the loss less your deductible. Coverage is included for:

- a) damage from contact with:
  - (1) animals; or
  - (2) falling or flying objects.
- b) broken glass:
  - (1) even if caused by collision or upset; and
  - (2) if you do not have Collision coverage.

If your Comprehensive and Collision coverages have different deductibles, the smaller deductible will apply to broken glass.

For damage to your auto's windshield, we may offer to have it repaired in lieu of replacement. We will not apply a deductible for the repair of the windshield. However, if the repair is not satisfactory, we will replace the windshield subject to your deductible.

2. Also, if your auto has a loss under this coverage we will:
  - a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200. We will pay for stolen clothing or luggage only if your auto is stolen.
  - b) repay your travel costs after your auto is stolen. Maximum payment is \$15 per day--not to exceed \$450 per occurrence. These costs must be incurred within a certain time. It starts 48 hours after you report the theft to us and the police. It ends when your auto is returned to you or a settlement is agreed to.
  - c) repay you for the cost of travel from where your auto was disabled to where you were going. Maximum payment is \$10.

### **COLLISION COVERAGE**

1. We will pay for loss to your auto caused by collision or upset. We will pay for the loss less your deductible. We will not subtract the deductible amount for broken glass if you have full (no deductible) Comprehensive coverage in force.
2. Also if your auto has a loss under this coverage we will:
  - a) pay for resulting damage to your clothing and luggage or that of any relative. Maximum payment is \$200.
  - b) repay you for the travel cost to where you were going. Maximum payment is \$10.

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*Physical Damage***TOWING AND LABOR COSTS COVERAGE**

We will pay towing and labor costs if your auto is disabled. We will pay only for labor costs at the place where your auto is disabled. Our maximum payment per disablement is shown in the Declarations.

***Coverage Extensions*****USE OF TRAILERS**

The insurance on your auto covers a trailer used by you or a relative.

1. The trailer must be:
  - a) designed for use with a private passenger auto; and
  - b) used with a vehicle that is insured under these coverages.
2. The trailer must not be:
  - a) otherwise insured;
  - b) owned by you or a relative; or
  - c) used for business purposes with a vehicle that's not a private passenger auto.
3. The maximum amount payable is \$500.

**USE OF OTHER MOTOR VEHICLES**

The insurance on your auto also covers other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for not more than 30 days. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel motor vehicle newly acquired by you. You must report the acquisition of the vehicle to us during the first 30 days you own the vehicle. Also, if the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.
 

We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
3. A private passenger auto owned by a non-member of your household and not covered in item 1. of this section.
  - a) This applies only while such auto is used by you or a relative.
  - b) We will not pay for loss:
    - (1) that results from the operation of an auto:
      - (a) repair shop;
      - (b) public garage or parking place;
      - (c) sales agency; or
      - (d) service or maintenance facility.
    - (2) involving a private passenger auto owned by an employer of an insured.
    - (3) involving a private passenger auto furnished or available to you or a relative for regular use.
    - (4) to any rented motor vehicle.
4. A rented private passenger auto, including its loss of income.
  - a) This applies only:
    - (1) while such auto is rented by you or a relative;
    - (2) if such auto is rented from a rental company for less than 28 days; and
    - (3) for loss of income that is:
      - (a) verifiable by us; and



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*Physical Damage*

- (b) owed to a rental company because:
  - (1) the rental company had a customer willing to rent a private passenger auto; and
  - (2) there was no other vehicle available for rental in place of the damaged rented auto.
- b) We will not pay for loss involving a private passenger auto rented or leased by anyone for or on behalf of the employer of an insured.

## *Coverage Exclusions*

We will not pay for loss:

1. To more than one:
  - a) recording tape;
  - b) compact disc; or
  - c) other recording media.
2. To a container to be used for storing or carrying:
  - a) recording tapes;
  - b) compact discs; or
  - c) other recording media.
3. To any device which is a:
  - a) tape player;
  - b) compact disc player or recorder;
  - c) video cassette player or recorder;
  - d) television;
  - e) electronic navigational system;
  - f) citizens band radio;
  - g) two-way mobile radio;
  - h) telephone; or
  - i) any other device which records, emits, amplifies, receives and/or transmits sound.

However, this exclusion (3.) does not apply:

- a) to such a device, its antenna or its other parts or accessories if permanently installed by the original manufacturer or new car dealer as part of the purchase agreement for the vehicle; or
- b) up to the first \$1,500 of the actual cash value of any and all such devices, antennas, or other parts and accessories that are permanently installed but were not a part of the new car purchase agreement for the vehicle. However, payment under this subpart b) shall not exceed the actual cash value of the insured vehicle in which the devices are installed.

Permanently installed means installed, using bolts, brackets, or welding. A device attached only by wires is not "permanently installed." No coverage will be provided for any item that is not permanently installed. No coverage will be provided for the devices designed to detect or deter speed monitoring equipment excluded in exclusion 4. below, whether permanently installed or not.

4. To scanning monitor receivers used for radar detection, or any other device designed to detect or deter the monitoring of speed.
5. To a camper or living quarters unit which can be mounted on or attached to a vehicle. We will pay the loss if:
  - a) the unit is reported to us; and
  - b) the required premium is paid;before the loss.

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*Physical Damage*

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6. Caused by and limited to:

- a) wear and tear;
- b) freezing;
- c) mechanical or electrical breakdown or failure.

This exclusion (6.) does not apply to Towing and Labor coverage.

7. To any motor vehicle while used:

- a) to carry persons or property for a fee; or
- b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion (7.) does not apply to motor vehicles used in shared-expense car pools.

8. To any motor vehicle due to an act of war, including insurrection, rebellion or revolution.

9. To any motor vehicle which occurs:

- a) while it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction by:
  - (1) you;
  - (2) a relative; or
  - (3) anyone else with your knowledge or permission; or
- b) due to confiscation of your auto by any law enforcement agency because of your auto's use in such activities.

10. Caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.

11. To your auto while rented or leased to others.

12. To a motor vehicle, while being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.

13. To your auto or any other motor vehicle due to diminution in value or depreciation.

14. Caused by or resulting from nuclear hazard, meaning any:

- a) nuclear reaction;
- b) nuclear discharge;
- c) radiation; or
- d) radioactive contamination;

whether controlled or uncontrolled or however caused, or as a consequence of any of these. Loss caused by nuclear hazard is not considered loss caused by fire, smoke or explosion.

15. Caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## *Limits and Conditions of Payment*

### **ACTUAL CASH VALUE**

The limit of our coverage is the actual cash value of your auto or its damaged parts at the time of loss. To determine actual cash value, we will consider:

- 1. fair market value;
- 2. age; and
- 3. condition of the property;



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*Physical Damage*

at the time of loss. In addition to our payment of the loss, necessary and reasonable towing and storage will be paid to protect the auto from further damage. Covered storage costs are not to exceed four days of storage charges incurred prior to the date you report the loss to us.

### **LOSS SETTLEMENT**

At our option, we may:

1. pay you directly for a loss;
2. pay to repair or replace your auto or its damaged parts with the parts furnished either by original equipment manufacturers or non-original equipment manufacturers;
3. return stolen property at our expense and pay for any damage.

### **AMOUNTS PAYABLE FOR TOWING AND LABOR COSTS**

The limit of our coverage for a loss is limited to the amount shown in the Declarations. Limits apply as stated in the Declarations. Insuring more than one person or vehicle under this policy does not increase our limits.

### **OTHER INSURANCE**

If there is other insurance that covers any loss, we will pay only our share of the loss. Our share is our proportion of the total insurance collectible for the loss. For loss to motor vehicles other than your auto, we will pay only the insured loss not covered by other insurance or self insurance.

## ***Coverage Conditions***

### **AUTO RECOVERY**

When an insured auto which has been stolen or abandoned is located, we have the right to take it into our care and custody.

### **CONTROLLING STORAGE COSTS**

When an insured is involved in a Collision or Comprehensive loss, we have the right to move the vehicle from any impound lot, storage site, towing yard or any other facility to control storage costs, towing costs or other fees. The insured will be promptly notified whenever any such action is undertaken.

## ***Loss Payable Clause***

This clause applies to the Comprehensive and Collision coverages provided by this policy. It protects the lienholder named in the policy Declarations.

Payment for loss will be made according to the interest of the policyholder and lienholder. At our option, payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both.

Protection of the lienholder's financial interest will not be affected by any change in ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:

- a) In any case of conversion, embezzlement, secretion, or willful damaging or destruction, of the vehicle committed by or at the direction of an insured.
- b) to the loss of any motor vehicle while it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction.

If the company cancels or refuses to renew the policy, the lienholder will receive notice at least 10 days before protection of its interest will end. The company will also notify the lienholder if coverage under the policy is excluded for any named driver.

The lienholder shall notify the company upon learning of any change in ownership of the vehicle.

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*Physical Damage*

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To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

*Assignability*

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, the coverages will stay in force for the rest of the policy period. They will apply for anyone having proper temporary custody of your auto.

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## *Auto Liability*

(for damage or injury to others caused by your auto)

### *Coverage Agreement*

#### **PROPERTY DAMAGE AND BODILY INJURY LIABILITY COVERAGE**

1. We will pay for damages for which you are legally liable as a result of an accident arising out of the:
  - a) ownership;
  - b) maintenance or use; or
  - c) loading or unloading;of your auto. A relative also has this protection. So does any person or organization who is liable for the use of your auto while used with your permission.
2. Damages must involve:
  - a) property damage; or
  - b) bodily injury.
3. We will pay such liability losses up to the limits stated in the Declarations. In addition to these limits and as to any covered damages, we will:
  - a) defend at our expense, with attorneys of our choice, any suit against the insured. We may settle or defend any claim or suit as we think proper.
  - b) pay:
    - (1) all expenses incurred by us; and
    - (2) all costs levied against the insured, including prejudgment interest on that portion of the award which does not exceed the limits of this coverage;In any such suit.
  - c) pay premiums:
    - (1) of not more than \$250 per insured for bail bonds required because of an accident or traffic violation.
    - (2) for appeal bonds in defended suits and for bonds to release attached property. The amount of such bonds shall not be more than the limits of liability shown in the Declarations.Although paying such premiums, we are not required to apply for or furnish any bonds.
  - d) pay post-judgment interest on all damages awarded. We will not pay interest that accrues after such time as we have:
    - (1) paid;
    - (2) formally offered; or
    - (3) deposited in court;the amount for which we were liable under this policy.
  - e) pay expenses incurred by an insured for emergency medical aid to others at the time of accident.
  - f) pay all reasonable expenses incurred by an insured at our request, but not more than \$50 per day for loss of earnings.
4. After the limits of this coverage have been paid, we will not defend any suit or pay any claim or judgment.

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*Auto Liability*

## ***Coverage Extensions***

### **USE OF TRAILERS**

1. This coverage applies to the use of a trailer by:
  - a) you;
  - b) a relative; or
  - c) someone else with your permission.
2. The trailer must be:
  - a) designed for use with a private passenger auto; and
  - b) used with a vehicle that is insured under this coverage.
3. The trailer must not be used for business purposes with a vehicle that's not a private passenger auto.

### **USE OF OTHER MOTOR VEHICLES**

This coverage also applies to certain other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for not more than 30 days. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel motor vehicle newly acquired by you. This coverage applies only during the first 30 days you own the vehicle unless it replaces your auto. If the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.

We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
3. A motor vehicle owned by a non-member of your household and not covered in item 1. of this section.
  - a) This applies only while the vehicle is being used by you or a relative. It protects you or the relative as the operator, and any person or organization, except as noted below in b), who does not own the vehicle but is legally responsible for its use.
  - b) This does not apply to losses involving a motor vehicle:
    - (1) used in the business or occupation of you or a relative except a private passenger auto used by you, your chauffeur, or your household employee;
    - (2) owned, rented or leased by an employer of an insured;
    - (3) rented or leased by anyone for or on behalf of an employer of an insured; or
    - (4) furnished or available to you or a relative for regular use. Furnished for regular use does not include a motor vehicle rented from a rental company for less than 28 days.

### **FINANCIAL RESPONSIBILITY**

We will adjust this policy to comply:

1. With the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
2. With the kinds and limits of coverage required of non-residents by any compulsory motor vehicle insurance law, or similar law.

However, any loss payment under this coverage will be made only over and above any other collectible motor vehicle insurance. In no case will anyone be entitled to duplicate payments for the same loss.

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law.

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*Auto Liability*

## ***Coverage Exclusions***

This coverage does not apply to:

1. **Property damage or bodily injury** caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.
2. **Use of any motor vehicle:**
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to motor vehicles used in shared-expense car pools.

3. a) Any person for any occurrence arising out of the operation of an auto:
  - (1) repair shop; (3) sales agency; or
  - (2) public garage or parking place; (4) service or maintenance facility.b) However, this exclusion does not apply to:
  - (1) you;
  - (2) a relative; or
  - (3) a partner, employee, or agent of you or a relative;with regard to the use of your auto.
4. **Property damage caused by any insured:**
  - a) to a motor vehicle that is owned or operated by, or in the custody of, that insured; or
  - b) to any other property that is owned by or in the custody of any insured or anyone occupying your auto. This exclusion does not apply to a:
    - (1) rented home; or
    - (2) rented private garage.
5. **Bodily injury to any person eligible to receive any benefits required to be provided or voluntarily provided by any insured under a:**
  - a) workers' compensation;
  - b) unemployment compensation;
  - c) non-occupational or occupational disease;
  - d) disability benefits;or any similar law.
6. **Bodily injury to an employee of any insured while engaged in employment.** However, it does cover an employee at your home who is not, or is not required to be, covered by any workers' compensation law.
7. **The United States of America or any of its agencies.** It also does not apply to any employee of the United States of America or any of its agencies while such person is acting within the scope of his or her office or employment and the provisions of the Federal Tort Claims Act apply.
8. **Any person protected under nuclear energy liability insurance.** This exclusion applies even if that insurance has been exhausted.
9. **Non-economic loss of or for any person who has elected or has deemed to have elected "Limited Tort" in accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law.**
10. **Bodily injury or property damage arising out of the ownership, maintenance or use of your auto while rented or leased to others by any insured.**

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*Auto Liability*

11. Bodily injury or property damage arising out of the ownership, maintenance or use of a motor vehicle, while being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.
12. Bodily injury arising directly or indirectly from the inhalation of, ingestion of, contact with, exposure to, existence of or presence of any fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.
13. Property damage caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

***Limits and Conditions of Payment*****AMOUNTS PAYABLE FOR LIABILITY LOSSES**

Our obligation to pay Property Damage or Bodily Injury Liability losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

1. The limit shown:
  - a) for Property Damage Liability is for all property damage in one occurrence.
  - b) for Bodily Injury Liability for any one person applies to one person's bodily injury, including death, and includes all claims resulting from or arising out of that one person's bodily injury, including death. This per person policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
  - c) for Bodily Injury Liability for each occurrence is, subject to the per person limit described in paragraph b) above, the total limit of our liability for all legal damages when two or more persons sustain bodily injury, including death, as a result of one occurrence. The per occurrence policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our liability limits.
3. In any loss covered under Items 2. and 3. of "USE OF OTHER MOTOR VEHICLES," the highest liability limit applicable to any one vehicle on this policy will apply.
4. A motor vehicle and attached trailer are considered one vehicle for Auto Liability coverage.
5. Any payment under this coverage shall be reduced by any amount paid under the Uninsured Motorists or Underinsured Motorists coverage of this policy.

**OTHER INSURANCE**

1. In any loss involving the use of your auto, we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
2. For losses covered under "USE OF OTHER MOTOR VEHICLES," our coverage is excess over any other collectible:
  - a) insurance;
  - b) self insurance;
  - c) proceeds from a governmental entity; or
  - d) sources of recovery.

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*Auto Liability*

If more than one policy issued by us or a company affiliated with us applies on an excess basis to the same loss, we will pay only up to the highest limit of any one of them.

***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, the Liability coverage will stay in force for the rest of the policy period for:

1. Anyone having proper temporary custody of your auto until a legal representative is appointed; and
2. The appointed legal representative



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## *First Party Benefits*

### *Coverage Agreement*

This coverage provides First Party Benefit options in accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law. The options and limits which the policyholder has selected are shown in the Declarations.

We will pay First Party Benefits for the bodily injury of an insured as a result of an accident that arises out of the maintenance or use of a motor vehicle as a motor vehicle. We will pay these benefits regardless of who is at fault in the accident.

#### **ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE**

For purposes of this coverage:

1. "RELATIVE" means the following residents of the policyholder's household:

- a) spouse;
- b) anyone related to the policyholder or spouse by blood, marriage or adoption; and
- c) a minor in the legal custody of the policyholder or such relative.

A relative may live temporarily outside the household.

2. "MOTOR VEHICLE" means any vehicle which is self-propelled, except one which is propelled:

- a) solely by human power; or
- b) by electric power obtained from overhead trolley wires but not operated upon rails.

3. "NECESSARY MEDICAL TREATMENT AND REHABILITATIVE SERVICES" means:

- a) treatment;
- b) accommodations; and
- c) products or services;

which are determined to be necessary by a licensed health care provider unless they shall have been found or determined to be unnecessary by a state-approved Peer Review Organization (PRO).

#### **INSURED**

The policyholder and relatives are covered while occupying or injured by any motor vehicle.

Persons other than the policyholder and relatives are covered:

- a) while occupying your auto.
- b) as non-occupants of a motor vehicle if injured as a result of an accident in Pennsylvania involving your auto.

### *Options*

#### **OPTION 1 – MEDICAL BENEFIT**

We will pay all reasonable expenses for necessary medical treatment and rehabilitative services.

We will pay such expenses up to the limit shown on the Declarations.

Subject to the applicable provisions of the Motor Vehicle Responsibility Law concerning the statute of limitations, there is no time limitation for this benefit, provided that, within 18 months after the date of the accident, it is determined with reasonable medical probability that further expenses may be incurred as a result of the injury.



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*First Party Benefits***OPTION 2—INCOME LOSS BENEFIT**

If this option is selected by payment of premium, we will pay for loss of income from work the insured was unable to do because of bodily injury. We will not pay under this benefit until five working days have been lost. We will not pay for these five days of lost income.

"LOSS OF INCOME" means:

- a) 80 percent of actual loss of gross income. Gross income is income received from work performed while normally employed in gainful activity.
- b) reasonable expenses actually incurred for hiring a substitute to perform self-employment services in order to reduce loss of gross income or for hiring special help which permits a person to work and reduce loss of gross income.

We will pay such benefits up to the limit shown on the Declarations. However, the total limit of this benefit is subject to the monthly maximum shown on the Declarations.

Income loss benefits do not continue after a person dies.

**OPTION 3—ACCIDENTAL DEATH BENEFIT**

If this option is selected by payment of premium, we will pay the Accidental Death Benefit for the policyholder or a relative who suffers accidental bodily injury causing death from a covered accident. We will pay the Accidental Death Benefit limit shown in the Declarations. Death must occur within two years of, and as a direct result of, the accident. Payment will be made to the:

- a) executor; or
- b) administrator;

of the estate. In the alternative, payment will be made to the surviving spouse.

**OPTION 4—FUNERAL BENEFIT**

If this option is selected by payment of premium, we will pay reasonable expenses directly related to the:

- a) funeral;
- b) burial;
- c) cremation; or
- d) other form of disposition of the remains of a deceased insured.

These expenses must be the direct result of death from a covered accident within two years of the date of the accident. Payment will be made to any person presenting bills for qualified expenses incurred. We will pay such expenses up to the limit shown on the Declarations.

**OPTION 5—COMBINED LOSS BENEFITS**

If this option is selected by payment of premium, we will pay the benefits described in Options 1, 2, 3, and 4 above. However, total benefits payable under this option are limited to:

- a) the aggregate limit shown on the Declarations for this option; or
  - b) three years from the date of the accident;
- whichever occurs first.

Option 5 is subject to the following conditions:

- a) within 18 months after the date of the accident, it must be determined with reasonable medical probability that future medical expenses will be incurred as a result of the injury.
- b) in no event will benefits be paid beyond three years from the date of the accident.
- c) there is no monthly dollar maximum for Income Loss Benefits.
- d) the maximum Accidental Death Benefit payable is \$25,000.
- e) the maximum Funeral Benefit payable is \$2,500.
- f) benefits under d) and e) are only payable if death occurs within two years of the date of the accident.

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*First Party Benefits***OPTION 6--EXCESS MEDICAL BENEFITS**

If this option is selected by payment of premium, we will pay the Excess Medical Benefits for an insured who suffers accidental bodily injury from a covered accident. Excess Medical Benefits are reasonable expenses for necessary medical treatment and rehabilitative services. We will pay such expenses in excess of \$100,000 but not to exceed one million dollars. We will not pay Excess Medical Benefits to an insured who is not eligible for Option 1--Medical Benefits under this policy.

Our liability to one person in one accident is \$50,000 per year. Subject to this limit for any one person in any one year, our aggregate limit for any one person is one million dollars for any one accident. During the first 18 months of eligibility, we shall approve payments for an insured without regard to the \$50,000 per year limit. For purposes of this option, the first 18 months of eligibility begins when the insured has incurred \$100,000 of eligible necessary medical treatment and rehabilitative services expenses.

If the insured is covered by Option 5--Combined Loss Benefits package (or a similar auto benefits package with another insurer), applicable Medical Benefit limits greater than \$100,000 in such package shall be excess over any sums paid or payable under Excess Medical Benefits.

***Coverage Exclusions***

We will not pay First Party Benefits in certain circumstances, as follows:

1. The policyholder and relatives are not covered for bodily injury arising out of the maintenance or use of a motor vehicle that the policyholder owns that is not an insured motor vehicle. An insured motor vehicle is one on which there are First Party Benefits and to which the Auto Bodily Injury Liability coverage in this policy applies.
2. There is no coverage for bodily injury to a relative arising out of the maintenance or use of a motor vehicle owned by such relative which is not insured for First Party Benefits and Auto Bodily Injury Liability coverage under this or any other policy.
3. There is no coverage for anyone while occupying a:
  - a) motorcycle;
  - b) motor-driven cycle;
  - c) motorized pedalcycle, or similar type vehicles; or
  - d) a recreational vehicle not intended for highway use.
4. There is no coverage for anyone, other than the policyholder or a relative, who knowingly converts a motor vehicle.
5. There is no coverage for anyone injured by your auto while it is unoccupied and parked so as not to cause unreasonable risk of injury.
6. There is no coverage for use of any motor vehicle by an insured:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to motor vehicles used in the shared-expense car pools.

7. There is no coverage for anyone, other than the policyholder, who is the owner of a currently registered motor vehicle and who does not have financial responsibility. Financial responsibility means the type of financial responsibility that was self-certified to the Department of Transportation to obtain the registration.
8. We will not pay any benefits to or for anyone who injures themselves:
  - a) or another intentionally, including an attempt to intentionally injure themselves or another;
  - b) while committing a felony; or
  - c) while seeking to elude lawful apprehension or arrest by a law enforcement official.

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*First Party Benefits*

9. a) There is no coverage for any person for any occurrence arising out of the operation of a motor vehicle:
  - (1) repair shop;
  - (2) public garage or parking place;
  - (3) sales or leasing agency; or
  - (4) service or maintenance facility.
 b) However, this exclusion does not apply to the use of your auto to:
  - a) the policyholder; or
  - b) a relative.
10. There is no coverage for loss sustained by any person as a direct result of loading or unloading any motor vehicle, except while occupying the motor vehicle.
11. There is no coverage for bodily injury caused by or resulting from:
  - a) an act of war, including insurrection, rebellion or revolution; or
  - b) nuclear hazard meaning any:
    - (1) nuclear reaction;
    - (2) nuclear discharge;
    - (3) radiation; or
    - (4) radioactive contamination;
 whether controlled or uncontrolled or however caused, or as a consequence of any of these.
12. There is no coverage for bodily injury arising directly or indirectly from the inhalation of, ingestion of, contact with, exposure to, existence of or presence of any fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.
13. There is no coverage for bodily injury arising out of the ownership, maintenance or use of a motor vehicle, while being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.

*Limits and Conditions of Payment*

Limits apply as stated in the attached Declarations. However, the insuring of more than one person or vehicle under this First Party Benefits coverage does not increase the limit of coverage to any one person in any one accident. In no event will any insured be entitled to more than the highest limit applicable to any one motor vehicle under this or any other policy. The following conditions apply to the relationship of this coverage to other insurance or benefits that may be available:

**PRIORITIES OF POLICIES**

We will pay First Party Benefits in accordance with the order of priorities set forth by law. We will not pay if there is other insurance at a higher level of priority, even if the limits of that insurance have been paid. The highest priority level listed below is the FIRST level which provides benefits for a named insured. The priority order is:

**FIRST—** For a named insured on any policy, the policy on which that person is the named insured.

**SECOND—** For a relative, the policy covering the relative as an insured.

**THIRD—** For the occupants of an insured motor vehicle, the policy on that motor vehicle.

**FOURTH—** For a person who is not the occupant of a motor vehicle, the policy on any motor vehicle involved in the accident.

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*First Party Benefits*

#### **NO DUPLICATION OF BENEFITS; OTHER INSURANCE**

In any occurrence where other similar auto insurance or self-insurance of equal priority to that provided in this coverage is available and the claim is first presented to us, we will process and pay the claim as if wholly responsible up to the limits of our policy. The total limits available from all such insurance will be considered not to exceed the highest limits available from any one source of coverage.

In no instance may an insured or legal representative recover duplicate benefits from the same elements of loss under this and other similar auto insurance or self-insurance.

#### **WORKERS' COMPENSATION REDUCTION**

There is no coverage for bodily injury occurring during the course and scope of employment if workers' compensation benefits are payable or available for the bodily injury. Any amount payable to anyone under this coverage will only be in excess of and not in duplication of any valid and collectible workers' compensation benefit.

#### ***Insured Persons' Duties***

The insured, or someone on the insured's behalf, will report any accident to us in writing as soon as practicable. This report will identify the injured and give reasonably obtainable information about the time, place and circumstances of the accident.

As soon as practicable, the insured or someone on the insured's behalf will submit written proof of claim to us, under oath if required. This proof will include detailed information about the nature and extent of bodily injury, treatment and rehabilitation received and contemplated, and anything else that may help us determine what benefits are payable in what amounts.

The injured person must grant us authorization, if we request it, to obtain copies of medical, income and income tax reports and records.

Injured persons must submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must submit to examination under oath as often as reasonably requested by us.

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## *Uninsured Motorists*

(for bodily injury caused by uninsured motorists)

### **ADDITIONAL DEFINITION APPLICABLE TO THIS COVERAGE**

An "UNINSURED MOTOR VEHICLE" is:

- 1) one for which there is no bodily injury liability bond or insurance at the time of the accident.
- 2) one for which the insuring company denies coverage or becomes insolvent.
- 3) an unidentified motor vehicle which causes bodily injury to an insured by physical contact with:
  - a) such insured; or
  - b) a vehicle the insured is occupying.

The driver and the owner of the unidentified vehicle must be unknown. A report must be made to the police within 24 hours and us within 90 days, or as soon as practicable. It must state that the insured has a legal action due to the accident. It must include facts to support the action. We may inspect any vehicle the insured was occupying.

We will not consider as an uninsured motor vehicle:

- 1) a motor vehicle for which there is liability insurance or self-insurance applicable at the time of the accident;
- 2) any vehicle in use as a residence or premises;
- 3) any equipment or vehicle designed for use mainly off public roads except while on public roads;
- 4) any motor vehicle insured under the Auto Liability coverage of this policy; nor
- 5) any motor vehicle furnished for the regular use of you, a resident, or a relative.

## *Coverage Agreement*

### **YOU AND A RELATIVE**

We will pay compensatory damages, including derivative claims, which are due by law to you or a relative from the owner or driver of an uninsured motor vehicle because of bodily injury suffered by you or a relative. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the uninsured motor vehicle.

### **OTHER PERSONS**

We will also pay compensatory damages, including derivative claims, which are due by law to other persons who suffer bodily injury while occupying:

1. Your auto.
2. A motor vehicle you do not own, while it is used as a temporary substitute for your auto. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.



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Uninsured Motorists

3. A four-wheel motor vehicle newly acquired by you. This applies only during the first 30 days you own the vehicle, unless it replaces your auto.

**RECOVERY**

1. Before recovery, we and any injured party seeking protection under this coverage must agree on two points:
  - a) whether there is legal right to recover damages from the owner or driver of an uninsured motor vehicle; and if so,
  - b) the amount of such damages.
2. Any judgment against the uninsured will be binding on us only if it has our written consent.
3. The injured party shall provide notice of an uninsured motorist claim within two years after the date of the accident. If the injured party fails to provide such notice, and this failure precludes our ability to subrogate against liable parties, coverage may be denied as provided in Insured Persons' Duties No. 2 below.
4. Where multiple policies apply, payment shall be made in the following order of priority:
  - a) a policy covering a motor vehicle occupied by the injured person at the time of the accident.
  - b) a policy covering a motor vehicle not involved in the accident with respect to which the injured person is an insured.
5. Where multiple sources of equal priority apply, the insured against whom a claim is asserted first under the priorities set forth in 4. above shall process and pay the claim as if wholly responsible. We are thereafter entitled to recover contribution pro rata from the other insurer for the benefits paid and the cost of processing the claim.

**Coverage Exclusions**

This coverage does not apply to:

1. Use of any motor vehicle:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to motor vehicles used in shared-expense car pools.
2. Use of any motor vehicle by an insured without the owner's permission.
3. Punitive or exemplary damages.
4. Directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits, or similar law. To the extent that workers' compensation, disability or self-insured benefits under workers' compensation are paid or payable, this coverage is excess.
5. Bodily injury suffered while occupying or struck by a motor vehicle owned by you or a relative, but not insured for auto liability coverage under this or any other policy.
6. Bodily injury suffered while occupying a motor vehicle owned by you or a relative but not insured for Uninsured Motorists coverage under this policy; nor to bodily injury from being hit by any such motor vehicle.
7. Non-economic loss of any insured who has elected or has deemed to have elected "Limited Tort" in accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law.
8. Bodily injury of any insured if the insured settles, without our written consent, with a liable party.
9. Bodily injury suffered while occupying a motor vehicle being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.

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*Uninsured Motorists*

10. Bodily injury to you or a relative using a non-owned motor vehicle that is available for regular use by you or a relative.

***Insured Persons' Duties***

## 1. The insured must:

- a) submit written proof of claim to us. It must be under oath, if required. It must include details of:
  - (1) the nature and extent of injuries;
  - (2) treatment; and
  - (3) any other facts which could affect the amount of payment.
- b) provide all facts of the accident and the names of all witnesses.
- c) submit to oral examination under oath as often as we require with good reason.
- d) be examined by doctors, including doctors examining the insured for rehabilitation purposes, or vocational specialists, chosen by us as often as we require with good reason. At our request, the injured person must promptly authorize us to:
  - (1) speak with any doctor who has treated him;
  - (2) read all medical history and reports of the injury;
  - (3) obtain copies of wage and medical reports and records; and
  - (4) obtain copies of all medical bills as they are incurred.

Failure to do the above precludes recovery under this coverage.

- 2. We require the insured to file suit against any and all liable parties to preserve and protect our subrogation rights. Failure to do so precludes recovery under this coverage.
- 3. The insured must obtain our written consent to:
  - a) settle any legal action brought against any liable party; or
  - b) release any party.

Failure to do so precludes recovery under this coverage.

***Our Right to Recovery***

This applies to the extent of any payment we make under this coverage. We will have first right to any amount the insured receives from any liable party. The insured will:

- 1. Hold in trust for us his right to recover against any such party; and
- 2. Furnish us all papers in any suit the insured files.

Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.

***Limits and Conditions of Payment*****AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES**

We agree to pay losses up to the limits stated in the policy Declarations. The following applies to these limits:

- 1. The Uninsured Motorists bodily injury limit shown for any one person is for all legal damages, including all derivative claims, claimed by anyone due to bodily injury to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains bodily injury, including death, as a result of one occurrence. No separate limits are available to anyone for



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Uninsured Motorists

derivative claims, statutory claims, or any other claims made by anyone arising out of bodily injury, including death, to one person as a result of one occurrence.

The total limit or our liability shown for each occurrence is the total amount available when two or more persons sustain bodily injury, including death, as a result of one occurrence. In no event shall any one person recover more than the per-person limit shown.

2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our Uninsured Motorists payment limits. In no event will any insured be entitled to more than the highest per-person limit applicable to any one motor vehicle under this policy or any other policy issued by us. However, if your Declarations show you have elected "Uninsured Motorists--Bodily Injury Stacked" coverage, the sum of limits for your autos apply to you or a relative as stated in the Declarations.
3. Any payment under this coverage shall be reduced by any amount paid under the Auto Liability coverage of this policy.
4. The insured may recover for bodily injury under the Auto Liability coverage or the Uninsured Motorists coverage of this policy, but not under both coverages.

**OTHER INSURANCE**

If there is other insurance:

1. For bodily injury suffered by an insured while occupying a motor vehicle you do not own, we will pay the insured loss not covered by other insurance.
2. Except as stated above, if there is other insurance similar to this coverage under any other policy, we will be liable for only our share of the loss. Our share is our proportion of the total insurance limits for the loss.
3. If more than one policy applies, the total limits applicable will be considered not to exceed the highest limit amount of any one of them.
4. When the Declarations show you have elected "Uninsured Motorists--Bodily Injury Stacked" coverage, the total limits applicable will be considered not to exceed the highest limit amount of any one of them for an insured other than you or a relative.

**DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, this coverage will continue in force for the rest of the policy period. It will apply to the following having proper custody of your auto:

1. your relatives;
2. your heirs;
3. an appointed legal representative; or
4. anyone else using your auto with the express permission of the legal representative.

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## *Underinsured Motorists*

(for bodily injury caused by underinsured motorists)

### **ADDITIONAL DEFINITION APPLICABLE TO THIS COVERAGE**

An "UNDERINSURED MOTOR VEHICLE" is a motor vehicle for which bodily injury liability coverage, bonds or insurance are in effect. However, their total amount is insufficient to pay the damages an insured is entitled to recover. We will pay damages that exceed such total amount.

We will not consider as an underinsured motor vehicle:

- 1) a motor vehicle for which there is sufficient liability insurance or self-insurance applicable at the time of the accident to pay losses and damages;
- 2) any vehicle in use as a residence or premises;
- 3) any equipment or vehicle designed for use mainly off public roads except while on public roads;
- 4) any motor vehicle insured under the Auto Liability coverage of this policy; nor
- 5) any motor vehicle furnished for the regular use of you, a resident, or a relative.

## *Coverage Agreement*

### **YOU AND A RELATIVE**

We will pay compensatory damages, including derivative claims, which are due by law to you or a relative from the owner or driver of an underinsured motor vehicle because of bodily injury suffered by you or a relative. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the underinsured motor vehicle.

### **OTHER PERSONS**

We will also pay compensatory damages, including derivative claims, which are due by law to other persons who suffer bodily injury while occupying:

1. Your auto.
2. A motor vehicle you do not own, while it is used as a temporary substitute for your auto. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
3. A four-wheel motor vehicle newly acquired by you. This applies only during the first 30 days you own the vehicle, unless it replaces your auto.

### **RECOVERY**

1. Before recovery, we and any injured party seeking protection under this coverage must agree on two points:
  - a) whether there is legal right to recover damages from the owner or driver of an underinsured motor vehicle; and if so,

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*Underinsured Motorists*

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- b) the amount of such damages.
- 2. Any judgment against the underinsured will be binding on us only if it has our written consent.
- 3. The Injured party shall provide notice of an underinsured motorist claim within two years after the date of the accident. If the Injured party fails to provide such notice, and this failure precludes our ability to subrogate against liable parties, coverage may be denied as provided in Insured Persons' Duties No. 2 below.
- 4. Where multiple policies apply, payment shall be made in the following order of priority:
  - a) a policy covering a motor vehicle occupied by the Injured person at the time of the accident.
  - b) a policy covering a motor vehicle not involved in the accident with respect to which the Injured person is an Insured.
- 5. Where multiple sources of equal priority apply, the Insured against whom a claim is asserted first under the priorities set forth in 4. above shall process and pay the claim as if wholly responsible. We are thereafter entitled to recover contribution pro rata from the other Insurer for the benefits paid and the cost of processing the claim.

## *Coverage Exclusions*

This coverage does not apply to:

- 1. Use of any motor vehicle:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to motor vehicles used in shared-expense car pools.

- 2. Use of any motor vehicle by an insured without the owner's permission.
- 3. Punitive or exemplary damages.
- 4. Directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits, or similar law. To the extent that workers' compensation, disability or self-insured benefits under workers' compensation are paid or payable, this coverage is excess.
- 5. Bodily injury suffered while occupying or struck by a motor vehicle owned by you or a relative but not insured for Auto Liability coverage under this or any other policy.
- 6. Bodily injury suffered while occupying a motor vehicle owned by you or a relative but not insured for Underinsured Motorists coverage under this policy; nor to bodily injury from being hit by any such motor vehicle.
- 7. Non-economic loss of any insured who has elected or has deemed to have elected "Limited Tort" in accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law.
- 8. Bodily injury of any insured if the insured settles, without our written consent, with a liable party.
- 9. Bodily injury suffered while occupying a motor vehicle being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.
- 10. Bodily injury to you or a relative using a non-owned motor vehicle that is available for regular use by you or a relative.

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*Underinsured Motorists*

## ***Insured Persons' Duties***

1. The Insured must:
    - a) submit written proof of claim to us. It must be under oath, if required. It must include details of:
      - (1) the nature and extent of injuries;
      - (2) treatment; and
      - (3) any other facts which could affect the amount of payment.
    - b) provide all facts of the accident and the names of all witnesses.
    - c) submit to oral examination under oath as often as we require with good reason.
    - d) be examined by doctors, including doctors examining the Insured for rehabilitation purposes, or vocational specialists, chosen by us as often as we require with good reason. At our request, the injured person must promptly authorize us to:
      - (1) speak with any doctor who has treated him;
      - (2) read all medical history and reports of the injury;
      - (3) obtain copies of wage and medical reports and records; and
      - (4) obtain copies of all medical bills as they are incurred.
- Failure to do the above precludes recovery under this coverage.
2. We require the insured to file suit against any and all liable parties to preserve and protect our subrogation rights. Failure to do so precludes recovery under this coverage.
  3. The Insured must obtain our written consent to:
    - a) settle any legal action brought against any liable party; or
    - b) release any party.

Failure to do so precludes recovery under this coverage.

## ***Our Right to Recovery***

This applies to the extent of any payment we make under this coverage. We will have first right to any amount the insured receives from any liable party. The insured will:

1. Hold in trust for us his right to recover against any such party; and
2. Furnish us all papers in any suit the insured files.

Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.

## ***Limits and Conditions of Payment***

### **AMOUNTS PAYABLE FOR UNDERINSURED MOTORISTS LOSSES**

We agree to pay losses up to the limits stated in the policy Declarations. The following applies to these limits:

1. The Underinsured Motorists bodily injury limit shown for any one person is for all legal damages, including all derivative claims, claimed by anyone due to bodily injury to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains bodily injury, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of bodily injury, including death, to one person as a result of one occurrence.

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*Underinsured Motorists*

The total limit of our liability shown for each occurrence is the total amount available when two or more persons sustain bodily injury, including death, as a result of one occurrence. In no event shall any one person recover more than the per-person limit shown.

2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our Underinsured Motorists payment limits. In no event will any insured be entitled to more than the highest per-person limit applicable to any one motor vehicle under this policy or any other policy issued by us. However, if your Declarations show you have elected "Underinsured Motorists-Bodily Injury Stacked" coverage, the sum of limits for your autos apply to you or a relative as stated in the Declarations.
3. Any payment under this coverage shall be reduced by any amount paid under the Auto Liability coverage of this policy.
4. The insured may recover for bodily injury under the Auto Liability coverage or the Underinsured Motorists coverage of this policy, but not under both coverages.
5. No payment will be made until the limits of all other auto liability insurance and bonds that apply have been exhausted by payments.
6. An insured who recovers damages for an uninsured motorists claim cannot recover damages for an underinsured motorists claim for the same accident.

**OTHER INSURANCE**

If there is other insurance:

1. For bodily injury suffered by an insured while occupying a motor vehicle you do not own, we will pay the insured loss not covered by other insurance.
2. Except as stated above, if there is other insurance similar to this coverage under any other policy, we will be liable for only our share of the loss. Our share is our proportion of the total insurance limits for the loss.
3. If more than one policy applies, the total limits applicable will be considered not to exceed the highest limit amount of any one of them.
4. When the Declarations show you have elected "Underinsured Motorists-Bodily Injury Stacked" coverage, the total limits applicable will be considered not to exceed the highest limit amount of any one of them for an insured other than you or a relative.

**DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, this coverage will continue in force for the rest of the policy period. It will apply to the following having proper custody of your auto:

1. your relatives;
2. your heirs;
3. an appointed legal representative; or
4. anyone else using your auto with the express permission of the legal representative.



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## *General Policy Conditions*

We, you, and anyone insured by this policy are bound by and must comply with all the terms, conditions and obligations of the policy. The following are policy conditions:

### **1. INSURED PERSONS' DUTIES AFTER AN ACCIDENT OR LOSS**

The insured will:

- a) give us or our agent prompt notice of all losses and provide written proof of claim if required.
- b) notify the police of all theft losses as soon as practicable.
- c) promptly deliver to us all papers dealing with any claims or suits.
- d) submit to examinations under oath as often as reasonably requested by us.
- e) assist us and, if applicable, the defense counsel chosen for you by us, with any claim or suit.
- f) If injured, submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must grant us authority, at our request, to obtain copies of all wage and medical, dental or other health care provider records.
- g) protect damaged property insured under this policy and make it available to us for inspection before its repair or disposal and reinspection during the repair process.
- h) provide all records and documents we reasonably request and permit us to make copies.
- i) comply with and be bound by the terms, conditions and obligations of the policy.

### **2. HOW YOUR POLICY MAY BE CHANGED**

- a) Any terms of this policy which may be in conflict with statutes of the state in which the policy is issued are hereby amended to conform.
- b) Any insured will automatically have the benefit of any extension or broadening of coverage in this policy, as of the effective date of the change, provided it does not require more premium.
- c) No other changes may be made in the terms of this policy except by endorsement or policy revision.
- d) The premium for each coverage is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium as of the date the change is effective.
- e) The policyholder has a duty to notify us as soon as possible of any change which may affect the premium or the risk under this policy. This includes, but is not limited to, changes in:
  - (1) the principal garaging address of the insured vehicle(s), which must be reported to us within 30 days of the date the address change becomes effective;
  - (2) drivers;
  - (3) use of the insured vehicle(s); or
  - (4) desired coverages, deductibles, or limits.

### **3. OPTIONAL PAYMENT OF PREMIUM IN INSTALLMENTS**

The policyholder may pay the premium for this policy in installments, under terms and conditions approved where required by the Insurance Department. For each separate installment payment there is an installment service charge. Your agent can provide more information.

### **4. RENEWAL/NON-RENEWAL**

This policy is written for a six-month policy period. We will renew it for successive policy periods, subject to the following conditions:

- a) Renewal will be in accordance with policy forms, rules, rates and rating plans in use by us at the time.

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General Policy Conditions

- b) Prior to the expiration date of a policy term for which premium has been paid, we will mail a notice to the policyholder for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.
- c) All premiums, premium installment payments, and fees must be paid when due, whether payable directly to us or through any premium finance plan.
- d) At the end of each 12-month period after the first effective date of the policy or any coverage, we will have the right to refuse to renew any coverage or the entire policy.

If we elect not to renew, we will mail notice to the policyholder 60 days in advance of the date when coverage will terminate. Such mailing to the last known address will be considered proof of notice.

**5. CANCELLATION DURING POLICY PERIOD**

The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. Premium refund, if any due will be made as soon as practicable after the date of cancellation. We will calculate any returned premium according to the rules, rates, fees and forms in effect and on file if required, for our use in your state.

If this policy or any coverage has been in effect less than 60 days, we have unlimited right of cancellation. We may cancel by mailing notice to the policyholder 15 days in advance of termination.

After any coverage of this policy has been in force 60 days, our right to cancel such coverage during the policy period is limited. We may cancel during an annual policy period:

- a) If premiums, premium installment payments, or fees are not paid when due, whether payable directly to us or through any premium finance plan.
- b) If the driver's license or motor vehicle registration of any named insured has been suspended or revoked during the policy period;
- c) If it is determined that any insured has concealed a material fact, has made a material allegation contrary to fact, or has made a misrepresentation of a material fact and that such concealment, allegation or misrepresentation was material to the acceptance of the risk by us.

We must mail notice to the policyholder:

- a) 15 days in advance of termination for nonpayment of premium.
- b) 15 days in advance of termination for loss of license or of motor vehicle registration.
- c) 60 days in advance of termination for concealment or misrepresentation.

In any case of cancellation by us, our mailing of notice to the policyholder's last known address or delivery of it to the policyholder will constitute proof of notice. We will retain premium for days covered during the policy period. Premium refund, if any due, will be made as soon as practicable. Mailing or delivery of our check will constitute tender of refund.

**6. DIVIDENDS**

The policyholder is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

**7. IF YOU BECOME BANKRUPT**

Bankruptcy or insolvency of any insured will not relieve us of any obligation under the terms of this policy.

**8. UNAUTHORIZED USE OF OTHER MOTOR VEHICLES**

Protection in this policy does not apply to other motor vehicles which any insured:

- a) uses without a reasonable belief that the insured is entitled to do so.
- b) has stolen.
- c) knows to have been stolen.



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*General Policy Conditions*

**9. FRAUD AND MISREPRESENTATION**

- a) THIS POLICY WAS ISSUED IN RELIANCE ON THE INFORMATION YOU PROVIDED AT THE TIME OF YOUR APPLICATION FOR INSURANCE COVERAGE. WHEN THIS POLICY HAS BEEN IN EFFECT LESS THAN 60 DAYS, WE MAY RESCIND COVERAGE UNDER THIS POLICY, DENY COVERAGE UNDER THIS POLICY, OR, AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF YOU OR ANY INSURED PERSON SEEKING COVERAGE UNDER THIS POLICY, KNOWINGLY, OR UNKNOWINGLY CONCEALED, MISREPRESENTED OR OMITTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT AT THE TIME THE APPLICATION WAS MADE OR AT ANY TIME DURING THE POLICY PERIOD.
- b) AFTER THIS POLICY HAS BEEN IN EFFECT 60 DAYS OR MORE, AND IF:
- (1) YOU OR ANY INSURED PERSON SEEKING COVERAGE UNDER THIS POLICY KNOWINGLY MISREPRESENTED OR OMITTED ANY MATERIAL FACT; AND
  - (2) SUCH MISREPRESENTATION OR OMISSION COULD NOT HAVE REASONABLY BEEN DISCOVERED BY US IN LESS THAN 60 DAYS; AND
  - (3) THE UNDISCLOSED INFORMATION WOULD HAVE PROMPTED US TO REFUSE ACCEPTANCE OF THE RISK;
- WE MAY RESCIND COVERAGE UNDER THIS POLICY AS TO COVERAGES RELATING TO THE ACTUAL PERPETRATOR OF THE FRAUD OR MISREPRESENTATION, OR, AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW.

**10. LEGAL ACTION LIMITATIONS**

No legal action may be brought against the company concerning any of the coverages provided in this policy until the insured has fully complied with all terms of the policy.

Under the liability coverages of this policy, no legal action may be brought against the company until judgment against the insured has been finally determined after trial. This policy does not give anyone the right to make us a party to any action to determine the liability of an insured.

**11. SUBROGATION**

We have the right of subrogation under the:

- a) Physical Damage;
- b) Auto Liability;
- c) Medical Payments;
- d) Uninsured Motorists; and
- e) Underinsured Motorists;

coverages in this policy and its endorsements. This means that after paying a loss to you or others under this policy, we will have the insured's right to sue for or otherwise recover such loss from anyone else who may be liable. Also, we may require reimbursement from the insured out of any settlement or judgment that duplicates our payments. These provisions will be applied in accordance with state law. Any insured will sign such papers, and do whatever else is necessary, to transfer these rights to us, and will do nothing to prejudice them.

If payment of a claim under Uninsured Motorists coverage arises out of the insolvency of an insurer, we will have right of recovery against the insurer or its receiver, but not its insured.

We are not entitled to recovery under Uninsured Motorists or Underinsured Motorists coverage until the insured has been fully compensated for damages.

**12. NON-SUFFICIENT FUNDS**

The company reserves the right to impose a fee for any premium payment that is unable to be processed due to non-sufficient funds, or if there are non-sufficient funds in an account that is being utilized for electronic funds transfer (EFT) payments. This is under the terms and conditions approved where required by the Department of Insurance.

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General Policy Conditions**13. UNLICENSED DRIVERS**

Protection under this policy does not apply to the use of any motor vehicle when operated by an individual without a current valid operator's license.

**MUTUAL POLICY CONDITIONS**

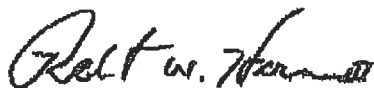
(Applicable only to policies issued by Nationwide Mutual Insurance Company--Nationwide Mutual Fire Insurance Company.)

If this policy is issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company, the policyholder is a member of the company issuing the policy while this or any other policy issued by one of these two companies is in force. While a member, the policyholder is entitled to one vote only--regardless of the number of policies issued to the policyholder--either in person or by proxy at meetings of members of said company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Home Office at Columbus, Ohio, at 10 a.m. on the first Thursday of April. The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Home Office at Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of either of the above companies should elect to change the time or place of meeting, that company will mail notice of the change to the policyholder at the address last known to it. The company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the policyholder is not subject to any assessment beyond the premiums the above companies require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, or Nationwide Insurance Company of America, whichever is the issuing company as shown in the Declarations, has caused this policy to be signed by its President and Secretary, and countersigned as may be required by a duly authorized representative of the company



Secretary

Nationwide Mutual Insurance Company  
Nationwide Mutual Fire Insurance Company  
Nationwide General Insurance Company  
Nationwide Insurance Company of America



Secretary

Nationwide Property & Casualty Insurance Company



President

Nationwide Mutual Insurance Company  
Nationwide Property & Casualty Insurance Company  
Nationwide Mutual Fire Insurance Company



President

Nationwide Insurance Company of America



President

Nationwide General Insurance Company



Nationwide Insurance Companies/Home Office: Columbus, Ohio 43215-2220  
Nationwide Mutual Insurance Company • Nationwide Mutual Fire Insurance Company  
Nationwide Property and Casualty Insurance Company • Nationwide General Insurance Company  
Nationwide Insurance Company of America

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**Endorsement 3457**

## ***Amendatory Endorsement***

***(Pennsylvania)***

Please attach this important addition to your auto policy.

It is agreed this policy is amended as follows:

### **DEFINITIONS**

Item 11. is replaced to read:

11. "BODILY INJURY" means accidental bodily harm to a person and that person's resulting illness, disease or death.

### **PHYSICAL DAMAGE**

(damage to your auto)

**LOSS PAYABLE CLAUSE** is replaced to read:

### **LOSS PAYABLE CLAUSE**

This clause applies to the Comprehensive and Collision coverages provided by this policy. It protects the lienholder named in the policy Declarations.

Payment for loss will be made according to the interest of the policyholder and lienholder. At our option, payment may be made to both jointly, or to either separately. Either way, the company will protect the interests of both.

Protection of the lienholder's financial interest will not be affected by any change in ownership of the vehicle insured, nor by any act or omission by any person entitled to coverage under this policy. However, protection under this clause does not apply:

1. In any case of:
  - a) fraud;
  - b) misrepresentation, either in the application process, or in the presentation of a claim;
  - c) material omission;
  - d) conversion;
  - e) embezzlement;
  - f) secretion; or
  - g) willful damaging or destruction of your auto;committed by or at the direction of you or a relative.
2. To the loss of your auto while it is being used by you, a relative, or any person with your permission on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction.
3. Where the loss is otherwise not covered under the terms of this policy.

We will protect the lienholder's interest for 10 days from the date we notify them that the policy has terminated, for any reason. If we pay the lienholder for any loss or damage suffered during that 10-day period, we have the right to recover the amount of any such payment from you.

The company will not notify the lienholder each time you renew this policy, and we may cancel this policy according to the terms. The company will also notify the lienholder if coverage under the policy is excluded for any named driver. However, if the named excluded driver was operating the vehicle at the time of the loss, there is no coverage under the policy.

The lienholder shall notify the company upon learning of any change in ownership of the vehicle.

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To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

IF WE BECOME OBLIGATED TO REIMBURSE A LIENHOLDER UNDER THIS COVERAGE DUE TO YOUR FAILURE TO MEET THE POLICY REQUIREMENTS OR THROUGH YOUR FAILING TO MAKE YOUR PREMIUM PAYMENTS, WE HAVE THE RIGHT TO RECOVER FROM YOU ANY MONEY WE PAY.

#### **GENERAL POLICY CONDITIONS**

Item 9. is replaced to read:

##### **9. FRAUD AND MISREPRESENTATION**

- a) THIS POLICY WAS ISSUED IN RELIANCE ON THE INFORMATION YOU PROVIDED AT THE TIME OF YOUR APPLICATION FOR INSURANCE COVERAGE. WITHIN THE FIRST 60 DAYS THIS POLICY HAS BEEN IN EFFECT, WE MAY RESCIND COVERAGE UNDER THIS POLICY, DENY COVERAGE UNDER THIS POLICY, OR, AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW, IF YOU OR ANY INSURED PERSON SEEKING COVERAGE UNDER THIS POLICY, KNOWINGLY, OR UNKNOWNLY CONCEALED, MISREPRESENTED OR OMITTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT AT THE TIME THE APPLICATION WAS MADE OR AT ANY TIME DURING THE POLICY PERIOD.
- b) AFTER THE FIRST 60 DAYS THIS POLICY HAS BEEN IN EFFECT, AND IF:
  - (1) YOU OR ANY INSURED PERSON SEEKING COVERAGE UNDER THIS POLICY KNOWINGLY MISREPRESENTED OR OMITTED ANY MATERIAL FACT; AND
  - (2) SUCH MISREPRESENTATION OR OMISSION COULD NOT HAVE REASONABLY BEEN DISCOVERED BY US IN LESS THAN 60 DAYS; AND
  - (3) THE UNDISCLOSED INFORMATION WOULD HAVE PROMPTED US TO REFUSE ACCEPTANCE OF THE RISK;WE MAY VOID COVERAGE UNDER THIS POLICY, DENY COVERAGE UNDER THIS POLICY, OR AT OUR ELECTION, ASSERT ANY OTHER REMEDY AVAILABLE UNDER APPLICABLE LAW.  
IF WE VOID COVERAGE UNDER THIS POLICY, THIS SHALL NOT AFFECT THE LIABILITY COVERAGE OF THIS POLICY.
- c) WE DO NOT PROVIDE COVERAGE TO ANY INSURED UNDER THIS POLICY WHEN YOU OR ANY OTHER PERSON OR ORGANIZATION SEEKING COVERAGE OR PAYMENT UNDER THE POLICY HAS CONCEALED OR MISREPRESENTED ANY MATERIAL FACT OR ENGAGED IN FRAUDULENT CONDUCT IN CONNECTION WITH THE FILING OR SETTLEMENT OF ANY CLAIM UNDER THIS POLICY.
- d) NO PERSON OR ORGANIZATION WHO ENGAGES IN FRAUDULENT CONDUCT IN CONNECTION WITH THE APPLICATION PROCESS, AN ACCIDENT OR FILING A CLAIM, OR ENGAGES IN ANY MATERIAL MISREPRESENTATION REGARDING THE ISSUANCE OF THIS POLICY SHALL BE ENTITLED TO RECEIVE ANY PAYMENT UNDER THIS POLICY AT ANY TIME.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

**Nationwide Mutual Insurance Company and Affiliated Companies**  
One Nationwide Plaza Columbus, OH 43215-2220  
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)  
nationwide.com

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**Endorsement 3453**

***Amendatory Endorsement***

Please attach this important addition to your auto policy.

With this endorsement, the policy is amended as follows:

**Physical Damage**

(damage to your auto)

**ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES**

The following definition is added:

"BETTERMENT" is the increase in value of:

- a) a vehicle; or
  - b) property; or
  - c) any parts of a vehicle or property;
- as a result of repairing or replacing certain parts damaged in a loss.

**Limits and Conditions of Payment**

**ACTUAL CASH VALUE** is replaced to read:

**ACTUAL CASH VALUE**

The limit of our coverage is the actual cash value of your auto or its damaged parts at the time of loss. To determine actual cash value, we will consider:

1. fair market value;
2. age;
3. condition of the property; and
4. betterment;

at the time of loss. If a repair or replacement results in betterment, we will not pay for the amount of betterment. In addition to our payment of the loss, necessary and reasonable towing and storage will be paid to protect the auto from further damage. Covered storage costs are not to exceed four days of storage charges incurred prior to the date you report the loss to us.

The limit of coverage shall not be increased for Customization unless such Customization has been specifically declared to us and an additional charge is paid.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

Nationwide Mutual Insurance Company and Affiliated Companies  
One Nationwide Plaza Columbus, OH 43215-2220  
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)  
nationwide.com

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**Endorsement 3412**

***Automobile Insurance Guarantee  
(Pennsylvania)***

Please attach this important addition to your auto policy.

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In recognition of your loyalty to Nationwide, we are pleased to provide the Automobile Insurance Guarantee.

It is agreed that the policy is amended as follows:

**GENERAL POLICY CONDITIONS**

The following General Policy Condition is added:

**AUTOMOBILE INSURANCE GUARANTEE**

The company guarantees to continue offering automobile insurance coverage. To enable us to continuously insure you we may offer different terms and conditions, as well as issue a new policy in another company under the same ownership or management as our company.

Renewal will be in accordance with the policy forms, rules and rating plan in use by us at each annual anniversary date. The premium for the coverage provided by this policy and attached endorsements is based on information in our possession. Any change or correction in this information will allow us to make an adjustment of the premium.

Any decision regarding the nonrenewal or cancellation of your policy will be in accordance with the insurance laws, rules and regulations in the state in which this policy is issued. Our right to nonrenew or cancel this Guarantee shall be governed by the reasons and method of mailing set forth under the General Policy Conditions for cancellation of the policy, and nonrenewal or cancellation of the policy pursuant to the General Policy Conditions shall cancel this Guarantee.

All other provisions of this policy apply.

The endorsement is issued by the company shown in the Declarations as the issuing company.

**Nationwide Mutual Insurance Company and Affiliated Companies  
One Nationwide Plaza Columbus, OH 43215-2220  
Hearing or Voice Impaired: 1-800-622-2421 (TTY only)  
nationwide.com**

Nationwide, the Nationwide framework and Nationwide is on your side are federally registered service marks of Nationwide Mutual Insurance Company.

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**Endorsement 3329**

***Amendatory Endorsement***

**Please Attach this important addition to your auto policy.**

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It is agreed this policy is amended as follows:

**PHYSICAL DAMAGE**

(damage to your auto)

**ADDITIONAL DEFINITIONS APPLICABLE TO THESE COVERAGES**

Item 2. is replaced to read:

2. "EQUIPMENT" means anything usual and incidental to the use of a motor vehicle as a motor vehicle. Equipment does not include customization or any type of trailer.

The following definition is added:

3. "CUSTOMIZATION" means devices, accessories, enhancements, and changes, other than those offered by the manufacturer of the motor vehicle specifically for that model, which alter the appearance, performance or function of a motor vehicle. This includes custom refinish, decals, and graphics.

**COVERAGE EXCLUSIONS**

We will not pay for loss:

To Customization, other than original equipment from the manufacturer, in or upon your motor vehicle. However, this exclusion does not apply up to the first \$1,500 of Customization.

**LIMITS AND CONDITIONS OF PAYMENT**

**ACTUAL CASH VALUE**

The following sentence is added:

The limit of coverage shall not be increased for Customization unless such Customization has been specifically declared to us and an additional charge is paid.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

**NATIONWIDE INSURANCE COMPANIES**  
**One Nationwide Plaza Columbus, OH 43215-2220**  
**Hearing or Voice Impaired: 1-800-622-2421 (TTY only)**  
**[nationwide.com](http://nationwide.com)**



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# EXHIBIT E

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LAW OFFICES

**GOLDBERG, GOLDBERG & JANOSKI**

213-215 West Miner Street West Chester, PA 19382  
(610) 436-6220 tel • (610) 436-0628 fax • www.goldbergjanoski.com

LAWRENCE A. GOLDBERG  
JOEL W. GOLDBERG  
MARIA C. JANOSKI \*

May 10, 2017

OF COUNSEL:  
JOHN B. HANNUM, JR.

\* ALSO MEMBER OF NJ BAR

Ms. Ann Collins  
Nationwide Insurance Company  
P.O. Box 26005  
Daphne, AL 36526-5005

Re: Your Insured: Steven Gates  
Your Claim No.: 702185-GB  
Date of Loss: May 26, 2015  
Our Client: Steven Gates

Dear Ms. Collins:

As you know, this office represents Steven Gates for injuries he sustained in an automobile accident which occurred on May 26, 2015.

It appears that the negligent driver and the owner of the vehicle which struck Mr. Gates are uninsured. I am enclosing a copy of Progressive's letter dated July 14, 2015, to Brenda Salazar-Borja (vehicle owner), denying coverage for this accident as the 2007 Nissan Maxima was never listed as an insured vehicle under the Borja policy.

In addition, we contacted Nationwide's claim office to determine whether the policy identified in the police accident report, Policy No. AAPM0051147902-0, provided any coverage for this claim. We were advised that this policy was issued to the negligent driver, Chimobi Wokocha, but that it was cancelled on May 3, 2015, three weeks prior to this accident.

Therefore, it is our belief that there is no insurance coverage available to the tortfeasor in this matter and it is our intention to pursue an uninsured motorist claim under the policy issued by Nationwide to Steven Gates. However, we are filing suit against the negligent driver and owner of the vehicle so that we can determine whether any insurance coverage does exist for this claim. I am enclosing a copy of the Complaint for your file.

In the meantime, I am enclosing a settlement demand letter and disk containing the police report and Mr. Gates' medical records. We ask that you review the enclosed so that you are in a position to discuss the resolution of my client's UM claim once we resolve the coverage issue with the tortfeasor.

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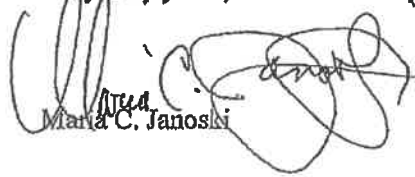
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Ms. Ann Collins  
Nationwide Insurance Company  
May 10, 2017  
Page 2

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Thank you for your courtesies in this matter. Should you have any questions or need additional information, please contact me.

Very truly yours,



Maria C. Janoski

MCJ/slk  
Enclosures

cc: Mr. Steven Gates

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PROGRESSIVE CLAIMS  
1200 Howard Blvd, Ste 110  
Mt Laurel, NJ 08054-2360

**PROGRESSIVE®**

**Underwritten By  
Progressive Garden State Insurance  
Company**

Policyholder: Salazar Borja, Brenda K  
Our Claim #: 182028876  
Our Policy #: 25258724-5  
Date Of Loss: 05/26/2015  
Date Of Report: 06/18/2015  
Document Date: July 14, 2015

Brenda Salazar Borja  
199 Liberty Court  
Galloway, NJ 08205

**claims.progressive.com**

Track the status and details of your claim,  
e-mail your representative or report a  
new claim.

**\*\*CERTIFIED & REGULAR MAIL\*\***

A claim was presented to Progressive under your Progressive policy number 26258724-5, effective dates 02/16/2015-08/16/2015, form/edition 9611 (04/14) for a 2007 Nissan Maxima, bearing VIN# 1N4BA41E77C810540. As you know, a potential coverage problem existed which required additional investigation. We have since completed a thorough investigation of this claim and have made every attempt to provide coverage for you. However, we regret to inform you that your claim cannot be covered by Progressive Garden State Insurance Company.

As stated in your policy under Part IV - DAMAGE TO A VEHICLE, the insuring agreement states:  
**INSURING AGREEMENT- COLLISION COVERAGE**

If you pay the premium for this coverage, we will pay for sudden, direct and accidental loss to a:

1. covered auto, including an attached trailer; or
2. non-owned auto;  
and its custom parts or equipment, resulting from collision.

Your policy defines a "covered auto" as

- a. any auto or trailer shown on the declarations page for the coverages applicable to that auto or trailer;
- b. any additional auto;
- c. any replacement auto; or
- d. a trailer owned by you.

Your policy additionally defines a non-owned auto as:

When used in this Part IV:

4. "Non-owned auto" means an auto that is not owned by or furnished or available for the regular use of  
you, a relative, or a rated resident while in the custody of or being operated by you, a relative, or  
a  
rated resident with the permission of the owner of the auto or the person in lawful possession of  
the  
auto.

Our investigation has revealed that the vehicle you were operating in this loss does not meet the definition of a covered auto or a non-owned auto.

As stated in your policy under Part I - LIABILITY TO OTHERS, page 3:

If you pay the premium for this coverage, we will pay damages for bodily injury and property damage for which an insured person becomes legally responsible because of an accident.

1. "Insured person" means:

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- a. you, a relative, or a rated resident with respect to an accident arising out of the ownership, maintenance or use of an auto, or a trailer;
- b. any person with respect to an accident arising out of that person's use of a covered auto with the permission of you, a relative, or a rated resident;
- c. any person or organization with respect only to vicarious liability for the acts or omissions of a person described in a. or b. above; and
- d. any "Additional Interest" shown on the declarations page with respect only to its liability for the acts or omissions of a person described in a. or b. above.

The police report for this loss confirms the VIN# for the above said vehicle. Progressive records confirm that the above said vehicle and or VIN# was never listed on your Progressive policy.

As such, we must respectfully deny any and all claims presented under Part IV of your policy. Any other coverages afforded by your policy are unaffected by this coverage issue, unless otherwise stated in a prior or subsequent communication.

If you have any questions, please feel free to contact me at the telephone number below.

CHRISTINA M RUFF/er  
Fire & Theft Rep  
858-780-4898  
1-800-PROGRESSIVE (1-800-778-4737)  
Fax: 858-808-7243

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GOLDBERG, GOLDBERG & JANOSKI

By: Maria C. Janoski, Esquire

Attorney I.D. No. 312538

213-215 West Miner Street

West Chester, PA 19382

Phone: (610) 436-6220

Attorney for Plaintiffs

Steven Gates and Pamela Gates

STEVEN GATES and  
PAMELA GATES

vs.

NATIONWIDE MUTUAL  
INSURANCE COMPANY

: IN THE COURT OF COMMON PLEAS  
:  
:  
: CHESTER COUNTY, PENNSYLVANIA  
:  
:  
: CIVIL ACTION - LAW  
:  
: NO.

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance as counsel for Plaintiffs, Steven Gates and Pamela Gates, in the above-captioned matter.

Dated: 8/29/18

GOLDBERG, GOLDBERG & JANOSKI

A handwritten signature in dark ink, appearing to read "Maria C. Janoski", written over a horizontal line.

MARIA C. JANOSKI, ESQUIRE

Attorney for Plaintiffs Steven Gates and Pamela Gates

2018-08909-MJ

PLACE STICKER AT TOP OF ENVELOPE, FRONT SIDE  
OF THE RETURN ADDRESS/NO POSTAGE NEEDED  
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**GOLDBERG, GOLDBERG & JANOSKI**  
213-215 West Miner Street West Chester, PA 19382

To:

NATIONWIDE MUTUAL INSURANCE COMPANY  
ONE NATIONWIDE PLAZA  
COLUMBUS, OH 43215-2220